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NEW DELHI, SATURDAY, FEBRUARY 26, 1983/FALGUNA 7, 1904

इस भाग में चिन्ह पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्त संशोधन को छोड़ कर) भारत सरकार के संशोधनों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य संशोधन

(विधि कार्य विभाग)

सूचनाएं

नई दिल्ली, 7 फरवरी, 1983

का. आ. 1299.—नोटरीज नियम, 1956 के नियम 6 के अनुग्रहण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राजवंदा सिंहू, एड्वोकेट मुक्तामर (पंजाब) ने उक्त प्राधिकारी को उक्त नियम के नियम, 4 के अधीन एक वार्षिक इस भाग के लिए दिया है कि उसे मुक्तगर-पंजाब में व्यवसाय करने के लिए नोटरी को रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी को रूप में नियुक्त पर किसी भी प्रकार का वाक्यपूर्व इस सूचना के प्रकाशन के चौदह दिन के भीतर निश्चित रूप में मरे पास भेजा जाए।

[म. एफ. 5(7)/83-न्या.]

MINISTRY OF LAW, JUSTICE AND COMPANY
AFFAIRS

(Department of Legal Affairs)

NOTICES

New Delhi, the 7th February, 1983

S.O. 1299.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Raj Bans Sidhu, Advocate Muktsai (Punjab) for appointment as a Notary to practise in Muktsai-Punjab.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(7)/83-Judl.]

का. आ. 1300 :—नोटरीज नियम, 1956 के नियम 6 के अनुग्रहण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सोहिनूर हक, एड्वोकेट बलीपुर (प. बंगल) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक वार्षिक इस वात के लिए दिया है कि उसे अलीपुर (जि. 24 परगना

तथा बंकना) में व्यवसाय करने के लिए नोटरी के स्थान में नियम किया जाए।

2. उक्त व्यक्ति की नोटरी के स्थान में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित स्थान में मंत्र पाग भेजा जाए।

[मं. एफ. 5(11)/83-न्या.]

S.O. 1300.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Mohinul Haq, Advocate, Alipore (District 24-Parganas and Calcutta) for appointment as a Notary to practise in Alipore (24-Parganas and Calcutta).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(11)/83-Judl.]

का. आ. 1301.—नोटरीज नियम, 1956 के नियम 6 के अनुसारण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री तारा शोहन नोग, पट्टनोकेट ने उक्त प्रधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिया है कि उसे कानकना नथा 24 एरगांग मा व्यवसाय करने के लिए नोटरी के स्थान में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के स्थान में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित स्थान में मंत्र पाग भेजा जाए।

[मं. 5(15)/83-न्या.]

S.O. 1301.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Tata Mohan Ghosh, Advocate, 24-Parganas (West Bengal) for appointment as a Notary to practise in Calcutta and 24-Parganas.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. I. 5(15)/83-Judl.]

नई दिल्ली, 8 फरवरी, 1983

का. आ. 1302.—नोटरीज नियम, 1956 के नियम 6 के अनुसारण मा सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जगदेवा नन्द धोण, पाइकोकेट जि. मिलिंडी ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जि. सिलिंडी (पंचाल) मा डाक्याय करने के लिए नोटरी के स्थान में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के स्थान में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित स्थान में मंत्र पाग भेजा जाए।

[मं. एफ. 5(8)/83-न्या.]

New Delhi, the 8th February, 1983

S.O. 1302.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Jagdish Chandra Ghosh, Advocate, Siliguri District (West Bengal) for appointment as a Notary to practise in Distt Siliguri (W. Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(8)/83-Judl.]

का. आ. 1303.—नोटरीज नियम, 1956 के नियम 6 के अनुसारण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री पारे लाल राजादा, पाइकोकेट शीतालर (यू. पी.) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे शीतालर (यू. पी.) में दृष्ट्याय करने के लिए नोटरी के स्थान में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के स्थान में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित स्थान में मंत्र पाग भेजा जाए।

[मं. एफ. 5(10)/83-न्या.]

S.O. 1303.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Piare Lal Raizada, Advocate for appointment as a Notary to practise in Sitalpur (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(10)/83-Judl.]

का. आ. 1304.—नोटरीज नियम, 1956 के नियम 6 के अनुसारण मा सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सन्दर्भ रामामृद्दिमणिनग एडवोकेट, मद्रास ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे मद्रास में दृष्ट्याय करने के लिए नोटरी के स्थान में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के स्थान में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित स्थान में मंत्र पाग भेजा जाए।

[मं. एफ. 5(12)/83-न्या.]

S.O. 1304.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Sundaram Ramasubramaniam, Advocate for appointment as Notary to practise in Madras, Tamil Nadu.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(12)/83-Judl.]

का. आ. 1305.—नोटरीज नियम, 1956 के नियम 6 के अनुसारण मा सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जोहरी बलभद्र चूनीलाल एडवोकेट, बम्बई ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन

of Section 35 of the Income-tax Act, 1961 by the Indian Council of Medical Research, New Delhi.

1. Name of the Scientific Research Programme :	"Common Workshop" (to bring about vocational training and rehabilitation of handicapped persons—Common vocational training project for the Handicapped).
2. Sponsored by :	Poona District Leprosy Committee, Pune (the cost of the project will be met out of the donations received by the Committee.)
3. Sponsored at :	Poona District Leprosy Committee, Pune (Dr. Bendorwalla Leprosy Hospital, Kondhawa and other Centres).
4. Duration of the Project :	8 years.
(i) Proposed date of commencement :	From 1st October, 1977
(ii) Anticipated date of completion :	28th December, 1985
5. Total Estimated expenditure.	Rs.1,56,64,104.00 (Rupees One crore fifty-six lakhs sixty four thousand one hundred and four only).

The approval for the above project will be subject to the following conditions :—

1. That the Institution will maintain a separate account of the amount received and expenditure incurred for this research project as distinct from the other expenditure of the Poona District Leprosy Committee, Poona.
2. That the Institute will furnish annual returns of this scientific research project to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
3. That the Institute will furnish a copy of the annual audited statement of accounts alongwith assets and liabilities to the Council by 31st May each year and in addition to send a copy of it to the concerned Income-tax Commissioner.
4. This notification is valid upto 28-12-1984.

The Poona District Leprosy Committee, Poona has been approved under section 35 (1) (ii) of the Income-tax Act, 1961 vide Ministry of Finance, Department of Revenue, Notification No. 4620 F.No.203/65/82-ITA.(II) dated the 19-5-1982.

[F. No. 4623/203/110/82-ITA II]

M. G. C. GOYAL, Under Secy.

नई दिल्ली, 27 नवम्बर, 1983

(आय-कर)

का. आ. 1308.—केन्द्रीय सरकार, आय-कर अधिनियम, 1931 (1931 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4), (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, किंग जार्ज पंचम स्मारक को निर्धारण दर्श 1983-84 से 1985-86 तक के अन्तर्गत अनेकानी अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[म. 4995/फा. म. 197/214/82-आ. क. (पा.)]

New Delhi, the 27th November, 1982

(INCOME-TAX)

S.O. 1308.—In exercise of the powers conferred by clause (iv) of sub-section (23-C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "King George V Memorial" for the purpose of the said Section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 4995/F. No. 197/214/82-IT(A1)]

(आय-कर)

का. आ. 1309.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "कैन्सर पैसेंट्स एण्ड एमेसिप्सन" को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत अनेकानी वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[म. 5002/फा. म. 197/94/82-आ. क. (पा.)]

(INCOME-TAX)

S.O. 1309.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Cancer Patients Aid Association" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5002/F. No. 197/94/82-IT(A1)]

(आय-कर)

का. आ. 1310.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "ज्ञान प्रबोधनी" लो निर्धारण वर्ष 1983-84 तक के अन्तर्गत अनेकानी अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[म. 4993/फा. म. 197/178/82-आ. क. (पा.)]

(INCOME-TAX)

S.O. 1310.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jnana Probodhini" for the purpose of the said section for the period covered by the assessment year 1983-84.

[No. 4993/F. No. 197/178/81-IT(A1)]

शुद्ध-पत्र

नई दिल्ली, 16 दिसम्बर, 1982

(आय-कर)

का. आ. 1311.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "डॉक्टर अंड वेलफेर गार्डन्स अफ सेवना डे इंवेन्टस्ट्स" को अधिसूचित करते हुए, जारी की गई अपनी दिनांक 6 अगस्त, 1982 की अधिसूचना म. 4857 में निम्नलिखित शुद्धि करती है :—

"आय-कर अधिनियम, 1961 की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए", के स्थान पर "आय-कर अधिनियम,

[भाग II--खण्ड 3(ii)]

सार्वत का दिनपत्र: फरवरी 16, 1983/फाल्गुन 7, 1981

1961 की धारा 10 की उपधारा (23-वा) के खण्ड
(4) द्वारा इद्दत्त शक्तियों का प्रयोग करते हुए,
पढ़ा जाए।

[सं. 5015/फा. मं. 197/51/79-आ. क. (नि.-1)]

मिलाप जैन, अबर सचिव

CORRIGENDUM

New Delhi, the 16th December, 1982

(INCOME-TAX)

S.O. 1311.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following correction in its Notification No. 4857 dated 6th August, 1982 i-sued notifying “Indian Medical Education and Welfare Service of Seventh-day Adventists” :—

FOR “In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961”.

READ “In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961”

[5015/F. No. 197/51/79-IT(A)]

MILAP JAIN, Under Secy.

आदेश

नई दिल्ली, 10 फरवरी, 1983

स्टाम्प

का. आ. 1312.—शारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 द्वी उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उगमन को नाफ करती है जो तमिलनाडु विज्ञी बोर्ड द्वारा नियमी नोटों के स्पष्ट में जारी किए गए केवल सैतीम करोड़ पंचाशवें लाख रुपये मूल्य के 7½ प्रतिशत तमिलनाडु बिजली बोर्ड क्रृष्ण 1997 पर उदात्त अधिनियम के अन्तर्गत प्रभाग है।

[संख्या 3/83-स्टाम्प फा. मं. 33/44/82-टि. क]

भगदान दारा, अबर सचिव

ORDER

New Delhi, the 10th February, 1983

STAMPS

S.O. 1312.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which 7½% Tamil Nadu Electricity Board loan 1997 in the nature of promissory notes to the value of rupees thirtyseven crores and ninetyfive lakhs only issued by the Tamil Nadu Electricity Board are chargeable under the said Act.

[No. 3/83-Stamp 1. No. 33/44/82-ST]

BHAGWAN DAS, Under Secy

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 फरवरी, 1983

का. आ. 1313.—वैककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की नियांसियन पर एवं द्वारा घोषणा करती है कि उक्त अधिनियम की तामगी उगमची के फार्म “क” के साथ संदर्भ टिप्पणी (च) के उपरान्त, 31 दिसंबर, 1982 की मिलिति को अनुसार तैयार किये गए स्टेट बैंक आफ मैसूरा के तुलने पर नागू नहीं होंगे जोकि उक्त फार्म की मस्तिष्क वथा परिस्थिति वीर्य की मद तक उपरोक्त (2), (3), (4) और (5) के सामने अन्दर के कानून विभाग गए मूल्य के उम उग-शीर्ष के अन्तर्गत निवेशों के द्वाजार मूल्य में दड़ जाने पर उम उपशीर्ष के अन्तर्गत किये गए निवेशों का द्वाजार मूल्य को अन्दर अलगा में दिखाता है।

[संख्या 15/2/83-बी. 31.-3]

पान वार कटारिया, अबर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 11th February, 1983

S.O. 1313.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'V' in the Third Schedule to the said Act shall not apply to the State Bank of Mysore in respect of its balance sheet as at the 31st December, 1982, which, when the value shown in the inner column against any of the sub-heads (ii) (iii), (iv) and (v) of the item 4 of the Property and Assets side of the said form exceeds the market value of the investments under that sub-head, show separately within brackets the market value of the investments under that sub-head

[No. 15/2/83-B.O. III]

I. R. KATARIA, Under Secy.

(व्यवस्था विभाग)

नई दिल्ली, 16 फरवरी, 1983

का. आ. 1314 :—राष्ट्रपति, संविधान के अनुच्छेद 77 के खण्ड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 का और संशोधन करने के लिए निम्ननिहित नियम दियाने हैं, अंतिः—

1. (1) इन नियमों का संधिष्ठित नाम वित्तीय शक्तियों का प्रत्यायोजन (प्रथम संशोधन) नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रदृश्ट होंगे।

2. उक्त नियमों की अनुमूली 6 में, नारीपों के नीचे “टिप्पणी” में “एक साथ” शब्दों के स्थान पर “एक साथ और पचास पैसे” शब्द रखे जाएंगे।

3. उक्त नियमों की अनुमूली 7 में, “मोटर गानों और भोटर स्टाइकिंगों का निष्प्रयोग्य ठहराया जाना” परिवर्तित के मास्ने स्तम्भ 3 के नीचे विद्यमान पैरा (रु) को पैरा (ग) के स्पष्ट में दिया जाएगा और निम्ननिहित पैरा (ग) के स्पष्ट में अन्तर्गत किया जाएगा, अंतिः—

“(ब) चनाई गई दुर्ग 10,000 रुपयोंमें से 10 रुपये का अर्दाध जो भी देर से आए ड्रेक्टर के जीवन के समांतरी जाएगी।”

टिप्पणी—वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 अधिकारीय शक्ति वर्ग म. का आ 2131 द्वारा भारत के राजपत्र भाग 2, संग्रह (3), उप-खण्ड (2), तारीख 22 जून 1978 को प्रकाशित किए गए और तदनुसार विस्तृत द्वारा संशोधित किए गए।

- (1) अधिकारीय शक्ति वर्ग म. का. आ 1887, तारीख 9-6-1979;
- (2) अधिकारीय शक्ति वर्ग का. आ. 2942, तारीख 1-9-1979;
- (3) अधिकारीय शक्ति वर्ग का. आ. 2611, तारीख 4-10-1980;
- (4) अधिकारीय शक्ति वर्ग का. आ. 2164, तारीख 15-8-1981;
- (5) अधिकारीय शक्ति वर्ग का. आ. 2304, तारीख 5-9-1981;
- (6) अधिकारीय शक्ति वर्ग का. आ. 3073, तारीख 4-9-1982;
- (7) अधिकारीय शक्ति वर्ग का. आ. 4171, तारीख 11-12-1982।

[सं. एफ. 1(11)/स्था. 2(ए)/81]
के. एल. मंहेता, उत्तर सचिव

(Department of Expenditure)

New Delhi, the 16th February, 1983

S.O. 1314.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely :—

1.(1) These rules may be called the Delegation of Financial Powers (First Amendment) Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In Schedule VI to the said rules, in the 'Note' below the Table, for the word, "one rupee" the words "rupee one and paise fifty" shall be substituted.

3. In Schedule VII to the said rules, under Column 3 against the entry "Condemnation of motor vehicles and motor cycles" the existing para (b) shall be read as para (c) and the following shall be inserted as para (b), namely :—

"(b) The life of a Fractor shall be taken as 10,000 hours or 10 years, whichever is reached later."

Note.—The Delegation of Financial Powers Rules, 1978 published vide Notification No S.O. 2131 appearing in Part II, Section (3), Sub-Section (ii) of the Gazette of India dated July 22, 1978 have subsequently been amended by :—

- (i) Notification No. S.O. 1887, dated 9-6-1979.
- (ii) Notification No. 2942, dated 1-9-1979.
- (iii) Notification No. S.O. 2611, dated 4-10-1980.

(iv) Notification No. S.O. 2164, dated 15-8-1981.

(v) Notification No. S.O. 2304, dated 5-9-1981.

(vi) Notification No. 3073, dated 4-9-1982.

(vii) Notification No. S.O. 4171, dated 11-12-1982.

[No. 1, 1(11)-E, II(A)/81]
K. J. MEHTA, Under Secy.

कार्यालय समाहता केन्द्रीय उत्पाद शुल्क नियम, प्रवेश

केन्द्रीय उत्पाद शुल्क

इंदौर, 27 मिशन्स, 1982

अधिकारीय शक्ति वर्ग 2/82

का० आ० 1315—मै केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 5 के अनुसार प्रत्यन्न शक्तियों का प्रयोग करने वाले उत्पादक नियम-प्रिविलेज नामिया वे स्वभाव (3) में विनियोजित भव्य प्रवेश समाहतीलय केन्द्रीय उत्पाद शुल्क के अधिकारीयों को, केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 14(2), 27(4), 49, 117 वा 196 के अनुसार शुल्क में एट प्रदान अर्गन के लिए, अपने सम्बद्ध अधिकार बोक म समाहती की शक्ति का प्रयोग करने के लिए प्रयिकृत करना हू।

इस स० प्रयोग मानने मे अंतर्वर्ष
शुल्क की श्रेणी

अधिकारी की श्रेणी

1	2	3
1 रु 1000/- से अनाधिक	अधिकारी	अधिकारी
2 रु 1000/- से अधिक विन्यु रु 2500/- से अनाधिक	महाशक्ति महाशक्ति	महाशक्ति महाशक्ति
3 रु 2500/- से अधिक विन्यु रु 5000/- से अनाधिक	उप महाशक्ति	उप महाशक्ति

[प० स० IV (16) 8-1/81 के० उ० श०]

Central Excise Collectorate, Madhya Pradesh

CENTRAL EXCISES

Indore, the 27th September, 1982

NOTIFICATION NO. 2/82

S.O. 1315.—In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944, I hereby authorised Officers of Central Excise, Madhya Pradesh Collectorate, of and above the rank specified in column (3) of the following table to exercise within their respective jurisdiction the power of 'COLLECTOR' to remit duty under Rule 19(2), 27(4), 49, 147 and 196 of Central Excise Rules, 1944 :—

S. No	Amount of duty involved in each case	Rank of the Officer
1	2	3
1.	Not exceeding Rs. 1000/-	Superintendent
2.	Exceeding Rs. 1000/- but not exceeding Rs. 2500/-	Assistant Collector
3.	Exceeding Rs. 2500/- but not exceeding Rs. 5000/-	Deputy Collector

[C. No. IV(16)8-3/81-CX]

MINISTRY OF ENERGY

(Department of Petroleum)

ERRATUM

New Delhi, the 7th February, 1983

S.O. 1318.—In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/30/82-Prod-I published on September 4, 1982 under S.O. No. 3094 in Gazette of Government of India Part-II, Section-3 Sub-Section-II at Page 2136 is titled as pipeline from Devad to Shivkar in English version of the above Notification. This needs correction as shown in the Schedule below. Hindi version is also corrected.

SCHEDULE F

Read For Pipeline from Devad to Shivkar & Barwai [No. 0-12016/30/81-Prod.]

तई दिल्ली, 8 फरवरी, 1983

का० आ० 1319—यह पेट्रोलियम और अधिनियम पाइपलाइन (भूमि के उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जामंत्रालय (पेट्रोलियम विभाग) द्वारा अधिसूचना का० आ० भ० 3088 तारीख 1-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संबंध अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार वा० पाला लाइन वा० बिलाने के प्रयोजन के लिए अर्जित करने वा० अपना अण्डा घोषित कर दिया था।

और अब: मध्यम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार द्वारा रिपोर्ट दी है।

और आगे, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संबंध अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अंजित करने का निर्देश दिया है।

अब अब, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों वा० प्रयोग करने हुए केन्द्रीय सरकार एवं द्वारा घोषित थर्नी है, कि इस अधिसूचना से संबंध अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाला लाइन बिलाने के प्रयोजन के लिए एवं द्वारा अंजित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करने हुए केन्द्रीय सरकार में निर्देश देती है कि उस भूमियों में उपयोग का अधिकार केन्द्रीय सरकार, में निहित होने के बजाए, हिन्दुस्तान पेट्रोलियम कारेंजन निमिटेड मंडर्ड के द्वेषीकरण में सभी भावाओं में मूल्य भप में घोषणा के प्रकाशन वा० सारीय में निहित होगा।

अनुसूची

पाल्प लाइन व्हार्मिंग से बीले तवा०, नानुकाल०, पनदेल०, जिला०—रायगढ०
राज्य—महाराष्ट्र

पांच	मध्यम नम्बर	हिस्सा नम्बर	स्थेतपाल		श्राविकारी
			हैक्टर	मीलर	
1	2	3	4		
कामोरे	०० वा० भाग	—	००	००	—
	७५	—	००	०३	५१
	७७	—	००	१६	५२
	७८	—	००	११	५३
पनदेल	१८६	—	००	०५	६०
	१८७	—	००	२९	६२
	१९६	—	००	२७	६४
	१९८	—	००	३७	७०
	७८०	—	००	३४	७१

१	२	३	४
पाली वेवर	१ वा० भाग	२	००
	४	—	००
	९८	—	००
	७	—	००
	१६	—	००
	१७	—	००
	१९८	—	००
	२१८	—	००
	५१	—	००
विद्युत	७४	—	००
	७५	—	००
	७६	—	००
	७७	—	००
	७८	—	००
	८१	—	००
	८५	—	००
	८६	—	००
	१२८	—	००
	१२९	—	००
	१३०	—	००
	१३१	—	००
	१३३	—	००
	१३५	—	००
शोले	९१	—	००
	१००	—	००
	१०१	—	००
	१०३	—	००
	०४	—	००
	११५	—	००
	११६	—	००
	१३२	—	००
	१३७	—	००
	१३९	—	००
	१४०	—	००
	१४१	—	००
	१४२	—	००
	१४४	—	००
	१४६	—	००
	१५३	—	००
	१५४	—	००
	१५७	—	००
	१५९	—	००
श्राविकारी	५१	—	००
	५२	—	००
	५३	—	००
	६०	—	००
	६२	—	००
	६४	—	००
	७०	—	००
	७१	—	००
	७२	—	००
	७४	—	००

New Delhi, the 8th February, 1983

S.O. 1319.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3088 (No. 12016/29/82-Prod-I) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of use in the Lands specified in the schedule appended to this notification.

Now therefore, in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

L.A. Case No. 7/82

SCHEDULE

Pipeline from Kamothe to Ajivali,
Taluka—Panvel, Dist.—Raigad, Maharashtra.

Village	Survey No., Gat. No.	His- sa No.	Area		[No. 12016/29/82-Prod. I]
			H	R	
1	2	3	4	5	
Kamothe	75 Part	..	00	03	
	77 Part	..	00	16	
	78 Part	..	00	11	
Panvel	186 Part	..	00	05	
	187 Part	..	00	29	
	296 Part	..	00	27	
	198 Part	..	00	37	
	760 Part	..	00	38	
Pali Devad	1 Part	..	00	05	
	4 Part	..	00	15	
	9 A Part	..	00	16	
	7 Part	..	00	01	
	16 Part	..	00	03	
	19 A Part	..	00	19	
	17 Part	..	00	09	
	21 A Part	..	00	35	
	52 Part	..	00	09	
Chikhale	74 Part	..	00	01	
	75 Part	..	00	26	
	76 Part	..	00	04	
	77 Part	..	00	06	
	78 Part	..	00	20	
	84 Part	..	00	26	
	85 Part	..	00	18	
	86 Part	..	00	24	
	128 Part	..	00	04	
	129 Part	..	00	15	
	130 Part	..	00	07	
	131 Part	..	00	22	
	133 Part	..	00	12	
	135 Part	..	00	30	

	1	2	3	4
Borle	91 Part	..	00	23
	100 Part	..	00	04
	101 Part	..	00	10
	102 Part	..	00	07
	115 Part	..	00	10
	116 Part	..	00	10
	132 Part	..	00	14
	137 Part	..	00	06
	139 Part	..	00	10
	140 Part	..	00	10
	141 Part	..	00	08
	142 Part	..	00	01
	144 Part	..	00	03
	146 Part	..	00	14
	153 Part	..	00	02
	154 Part	..	00	12
	157 Part	..	00	37
	158 Part	..	00	12
Ajivali	51 Part	..	00	01
	52 Part	..	00	01
	53 Part	..	00	10
	60 Part	..	00	16
	62 Part	..	00	35
	68 Part	..	00	24
	70 Part	..	00	15
	71 Part	..	00	15
	72 Part	..	00	07
	74 Part	..	00	06

का० आ० 1320 —यत् पेट्रोलियम और खनिज प्रबन्धन (भूमि के उपरांग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) को धारा 3 की उपधारा (1) के अधीन भारत सरकार के कर्ता मवालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 3089 अर्जन 4/9/82 द्वारा केन्द्रीय सरकार ने उम अधिसूचना से मलग्न अन्तःमूर्ची में विनिविष्ट भूमियों के उपरोग के अधिकार को पाइप लाइन की विस्थाने के प्रयोग के लिए अर्जित करने का अपना आशय घोषित कर दिया था

और अतः सरकार प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपरांग (1) के अधीन सरकार को रिपोर्ट दे री है।

और आगे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अन्तःमूर्ची में विनिविष्ट भूमियों में उपरोग का अधिकार अर्जित करने का विनिष्वय किया है।

अब अत उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना में संलग्न अन्तःमूर्ची में विनिविष्ट उक्त भूमियों में उपरोग का अधिकार पाइना लाइन विस्थाने के प्रयोग के लिए एतद्वारा अर्जित किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रवत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार में निर्देश देती है कि उक्त भूमियों में उपरोग का अधिकार केन्द्रीय सरकार में निहित होने के बाजे लिंगुस्तान निमिट्ट स्वर्ण के क्षेत्रीकरण में भवी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुग्रही

पांच लाईल शेडिंग से पोयेंज तक, तालुका:-पनवेन, जिला :- रायगढ़,
राज्य :- महाराष्ट्र।

रांच	खासगत नम्बर	हिस्सा नम्बर	भौतिकता		कृषि क्षेत्र	लेन्ड
			1	2		
शेडिंग		00 का भाग	—	00	00	
"	42	"	—	00	04	
"	110	"	—	00	29	
"	114	"	—	00	13	
"	115	"	—	00	06	
"	116	"	—	00	04	
"	117	"	—	00	03	
"	118	"	—	00	04	
"	121	"	—	00	10	
"	128	"	—	00	05	
भिंगार	57	"	—	00	07	
"	62	"	—	00	13	
"	58	"	—	00	67	
"	66	"	—	00	03	
"	68	"	—	00	09	
"	77	"	—	00	01	
"	78	"	—	00	02	
"	79	"	—	00	08	
"	82	"	—	00	08	
"	83	"	—	00	03	
"	86	"	—	00	03	
"	87	"	—	00	09	
"	92	"	—	00	13	
"	93	"	—	00	01	
"	122	"	—	00	05	
"	125	"	—	00	02	
"	139	"	—	00	10	
"	141	"	—	00	12	
"	143	"	—	00	07	
"	144	"	—	00	07	
"	145	"	—	00	15	
"	146	"	—	00	04	
"	147	"	—	00	04	
"	151	"	00	00	10	
"	152	"	—	00	09	
"	155	"	—	00	07	
"	00	"	—	00	00	
"	177	"	—	00	07	
"	178	"	—	00	05	
"	180	"	—	00	03	
"	181	"	—	00	11	
"	186	"	—	00	10	
"	187	"	—	00	15	
मोहिंपे	58	"	—	00	03	
"	59	"	—	00	35	
"	72	"	—	00	02	
पोयेंजे	84	"	—	00	09	
"	85	"	—	00	18	
"	105	"	—	00	00	

परियोजना	108	का भाग	3	4	5
"	124	"	—	00	19
"	125	"	—	00	07
"	131	"	—	00	23
"	132	"	—	00	10
"	134	"	—	00	10
"	136	"	—	00	14
"	140	"	—	00	04
"	141	"	—	00	11
"	142	"	—	00	02
"	173	"	—	00	07
"	175	"	—	00	07
"	178	"	—	00	26
"	180	"	—	00	10
"	181	"	—	00	05

[क्र. 12016/29/82- प्रांत ० 11]

S.O. 1320.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3089[No. 12016/29/82-Plod-II) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

SCHEDULE

Pipeline From Shedung to Poyenje
Taluka :-Panvel, Dist.:-Raigad, Maharashtra

Village	Survey No./Gut No.	Hissa No.	Area
Shedung	42 Part	—	H. — R.
	110 Part	—	00 29
	114 Part	—	00 18
	115 Part	—	00 06
	116 Part	—	00 04
	117 Part	—	00 03
	118 Part	—	00 04
	121 Part	—	00 20
	128 Part	—	00 05

1	2	3	4	5
Bhingar	57 Part	..	00	07
	62 Part	..	00	16
	58 Part	..	00	67
	66 Part	..	00	08
	68 Part	..	00	09
	77 Part	..	00	01
	78 Part	..	00	02
	79 Part	..	00	08
	82 Part	..	00	08
	83 Part	..	00	03
	86 Part	..	00	03
	87 Part	..	00	06
	92 Part	..	00	16
	93 Part	..	00	01
	122 Part	..	00	05
	125 Part	..	00	02
	139 Part	..	00	10
	141 Part	..	00	12
Mohipe	143 Part	..	00	07
	144 Part	..	00	07
	145 Part	..	00	15
	146 Part	..	00	04
	147 Part	..	00	04
	151 Part	..	00	10
	152 Part	..	00	09
	155 Part	..	00	07
	177 Part	..	00	07
	179 Part	..	00	05
Poyenje	180 Part	..	00	03
	181 Part	..	00	11
	186 Part	..	00	10
	187 Part	..	00	15
	58 Part	..	00	03
	59 Part	..	00	15
	72 Part	..	00	02
	84 Part	..	00	09
	85 Part	..	00	18
	105 Part	..	00	06

[No. 12016/29/82-Prod. II]

ERRATA

New Delhi, the 10th February, 1983

S.O. 1321. In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/31/82-Prod-I published on September 4, 1982 under S.O.

No. 3090 in Gazette of Government of India Part-II, Section-3 Sub-section (ii) at Page 3131 as shown in the Schedule published in the Gazette of Government of India as S. No. 67. The following S. No. should be read against S. No. 67 in the English version appended to the above notification. Hindi version is correct and needs no correction.

SCHEDULE

Read	For
S. No. 69	S. No. 67
	[No. O-12016/31/82-Prod. I]

शुद्धी-पत्र

नई दिल्ली, 10 फरवरी, 1983

का. आ. 1322.—भारत सरकार के राज्यव दे भाग 2 खंड 3 उपखंड 2 दिनांक 4 सितंबर 1982 पृष्ठ क्रमांक 3132 का. आ. मा. 12016 / 31 / 82 प्रौद्योगिकी अन्तर्गत भारत सरकार पेट्रोलियम, रमायन और उर्वरक मंत्रालय की अधिसूचना संख्या 3091 दिनांक 4 सितंबर 1982 में उत्तराखण्ड अनुसूची में शिक्षण गाँव के नीचे हिमाचल में दो गाँव अनुसूची में क्रम संख्या 20 के नीचे गाँव का नाम शिक्षण के बजाए निर्माणशील अनुसूची को लिखे हुए पढ़े,

अनुसूची

पढ़े.	के दिए
शिरावली	शिक्षण
	[O-12016 / 31 / 82 प्रौद्योगिकी]
	एल० एम० गोयल, निदेशक

S.O. 1322.—In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/31/82-Prod-II published on September 4, 1982 under S.O. No. 3091 in Gazette of Government of India Part-II, Section-3 Sub-section II at Page 3132 as shown in the Schedule appended in the Gazette of Government of India needs correction as shown in the Schedule corrected herewith. Hindi version is also corrected.

SCHEDULE

Read	For
Shiravali	Shikhli
	[No. O-12016/31/82-Prod. II]
	L. M. GOYAL, Director

(कोयला विभाग)

नई दिल्ली, 10 फरवरी, 1983

का. आ. 1323 :—केन्द्रीय सरकार, कोयला खान शिविष्य निधि स्कीम के पैरा 9 के साथ पठित कोयला खान शिविष्य निधि और प्रकीर्ण उपखंड अधिनियम, 1948 (1948 का 46) की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के भूतपूर्व अम मंत्रालय की अधिसूचना मा. का.आ. 2151 दिनांक 10 जुलाई, 1978 में निर्माणशील हित गंशोधन करती है, यथा :—

उपर्युक्त अधिसूचना में, क्रम सं. 13 और इससे सर्वाधित प्रविष्टियों के स्थान पर निर्माणशील इविष्टियां प्रतिस्थापित की जाएंगी, यथा :—

“13. श्री यू. नारायण, निदेशक (दिव्यता), ईस्टर्न कोलफील्ड्स लि., संकतेड़िया, डाकघर : दिशेरगढ़, जिला बर्द्दवांग”

[सं. 7(3)/80-प्रशा.-1(भ.नि.)]
(श्रीमती) कु. सूद, निदेशक

(Department of Coal)
New Delhi, the 10th February, 1983

S.O. 1323.—In exercise of the powers conferred by Sub-section (1) of Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), read with paragraph 9 of the Coal Mines Provident Fund Scheme, the Central Government hereby makes the following amendment in the notification of the Government of India in the erstwhile Ministry of Labour, No. S.O. 2151 dated the 10th July, 1978, namely :—

In the said notification for serial No. 13 and the entries relating thereto, the following shall be substituted, namely :—

"13. Shri U. Narain, Director (Finance) Eastern Coal-fields Limited, Sanctoria, P.O. Dishaigarh, District Burdwan."

[No. 7(3)/80-Admn. I (P1)]
(SMT.) K. SOOD, Director

इस्पात और ज्ञान मंत्रालय

(इस्पात विभाग)

नई विल्ली, 8 फरवरी, 1983

का.आ. 1324.—केन्द्रीय सरकार राजभाषा मंत्र के शासकीय प्रयोजनों के लिए प्रयोग (नियम 1976 के नियम 10) के उप-नियम (4) के अनुमति में इंडियन आयरल एण्ड स्टील कम्पनी लिमिटेड की सहायक कम्पनी हस्को स्टेण्टन पाइप एण्ड फाउन्ड्री कम्पनी लिमिटेड, उज्जैन (मध्य प्रदेश) को, जिसके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[मंस्त्रा.ई. 11011/1/82-हिन्दी]

विजय कुमार अमृदाता, उप सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 8th February, 1983

S.O. 1324.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use of official purposes of the Union)

Rules, 1976, the Central Government hereby notifies IISCO Stanton Pipe and Foundry Company Ltd. Ujjain (M.P.), a subsidiary of Indian Iron and Steel Co. Ltd., the staff whereof have acquired the working knowledge of Hindi

[No. E.11011/1/82-Hindi]

V. K. AGARWAL, Dy Secy

नौकरी हांग और परियहन मंत्रालय

(परिवहन पक्ष)

नई विल्ली, 7 फरवरी, 1983

का.आ. 1325.—केन्द्रीय सरकार, डाक कर्मकार (नियम का विविधायम) 1948 (1948 का 9) की धारा 5 का उप-धारा (3) द्वारा प्रदत्त शब्दियों का प्रयोग करने हुए, भारत सरकार के नौकरी हांग और परियहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं० का० आ० 2482 तारीख 26 जून, 1982 में निम्नलिखित तांत्रिकताएँ करती हैं, अतिरिक्त :—

जबते अधिसूचना के पंग 2 में, 'श्री टॉर्नर प्रारंभ प्रगति' एवं और ज्ञानों का लोप किया जाएगा।

[सं० एल डी बी /6/82-पू.एम (एन)]

श्री० संकरालिङ्गम, उप मंत्री

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 7th February, 1983

S.O. 1325.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby amends the Notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 482 dated the 26th June, 1982, as follows :—

In paragraph 2 of the said notification for the words and letters "Shri T. R. Prasad", the word "the" shall be substituted.

[F. No. 1 DV/6/82-US(T)]

V. SANKARALINGAM, Dy. Secy.

सूचना और प्रसारण मंत्रालय

आवेदन

नई विल्ली, 29 जनवरी, 1983

का.आ. 1326.—फिल्म सलाहकार बोर्ड के कार्यकरण में संवर्धित विविधायमों के नियम 14(ख) के उपवर्धी के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार प्रायोगिक इसके साथ लाई अनुसूची के बालम 2 में वी. गई फिल्मों को उनके मर्मी मार्गीय भाषाओं के स्पाल्टरों महिना के विवरण प्रत्येक के सामने उक्त अनुसूची के कालम 6 में दिया हुआ है स्वीकृत करती है।

अनुसूची

क्रम संख्या	फिल्म का नाम	फिल्म की नम्बराई (मीटरों में)	आवेदक का नाम	निर्माता का नाम	क्षमा विभागिक फिल्म है या शिक्षा संबंधी फिल्म है या ममाचार और सामरिक घटनाओं की फिल्म या ड्राक्युमेंटी फिल्म है।	6
1	2	3	4	5		
1	भारतीय समाचार समीक्षा 1763	277	फिल्म प्रभाग	24-डिस्ट्री	गमाचार और सामरिक घटनाओं की फिल्म	
2	भारतीय समाचार समीक्षा 1763-न	279	-	-	नामान्य प्रदर्शन के लिए।	- नवैच-

1	2	3	4	5	6
3 (1) भारतीय समाजार समीक्षा 1764 और भारतीय समाजार समीक्षा गद्या 1764 (प्रावेणिक परिचय)	300	फिल्म ग्राहाग, भारत सरकार, १५-पैडर राइ, वस्टइंडीज			समाजार और सामयिक घटनाओं की फिल्म। कमण मामात्य और प्रावेणिक प्रदर्शन के लिए।
(2) भारतीय समाजार समीक्षा 1764 और भारतीय समाजार समीक्षा मक्षा 1764 (प्रावेणिक उत्तर)	190		-नदैव-	-नदैव-	
4 भारतीय समाजार समीक्षा 1765	261		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म। मामात्य प्रवर्यन के लिए।
5 (1) भारतीय समाजार समीक्षा 1766 और भारतीय समाजार समीक्षा 1766 (प्रावेणिक पूर्व)	300		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म। कमण मामात्य और प्रावेणिक प्रदर्शन के लिए।
(2) भारतीय समाजार समीक्षा 1766 और भारतीय समाजार समीक्षा 1966 (प्रावेणिक वक्तिरण)	302		-नदैव-	-नदैव-	
6 भारतीय समाजार समीक्षा 1767 और भारतीय समाजार समीक्षा 1767 (प्रावेणिक परिचय)	141		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म। कमण मामात्य और प्रावेणिक प्रदर्शन के लिए।
7 भारतीय समाजार समीक्षा 1767-क	294		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म मामात्य प्रदर्शन के लिए।
8 भारतीय समाजार समीक्षा 1768	179		-नदैव-	-नदैव-	
9 (1) भारतीय समाजार समीक्षा 1769 और भारतीय समाजार समीक्षा 1769 (प्रावेणिक उत्तर)	151		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म कमण मामात्य और प्रावेणिक प्रदर्शन के लिए।
(2) भारतीय समाजार समीक्षा 1769 और भारतीय समाजार समीक्षा 1769 (प्रावेणिक पूर्व)	253		-नदैव-	-नदैव-	
10 भारतीय समाजार समीक्षा 1770	303		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म। मामात्य प्रदर्शन के लिए।
11 भारतीय समाजार समीक्षा 1771	303		-नदैव-	-नदैव-	
12 भारतीय समाजार समीक्षा 1772	302		-नदैव-	-नदैव-	
13 भारतीय समाजार समीक्षा 1773	285		-नदैव-	-नदैव-	
14 भारतीय समाजार समीक्षा 1774 और भारतीय समाजार समीक्षा 1774 (प्रावेणिक वक्तिरण)	272		-नदैव-		समाजार और सामयिक घटनाओं की फिल्म। कमण मामात्य और प्रावेणिक प्रदर्शन के लिए।

MINISTRY OF INFORMATION & BROADCASTING

ORDER

New Delhi, the 29th January, 1983

S.O. 1326.—In exercise of the powers vested under the provisions of Rule 14(b) of the Regulations relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the Schedule annexed hereto in all its/their languages version to be of the description specified against it/each in column 6 of the said schedule.

SCHEDULE

Sl. No.	Title of the film	Length of the film (in metres).	Name of the applicant	Name of the Producer	Brief synopsis whether a scientific film or for educational purposes or a film dealing with news current events and documentary film.
1	2	3	4	5	6
1. INR 1763	277	Films Division, Govt. of India, 24-Peddar Road, Bombay-26.	-do-	News and current events General release.	
2. INR 1763-A	279	-do-	-do-	-do-	
3. (i) INR 1764 & INR 1764 (Regional West)	300	-do-	-do-	News & Current events. General and Regional release respectively.	
(ii) INR 1764 & INR 1764 (Regional North)	290	-do-	-do-	-do-	
4. INR 1765	264	-do-	-do-	News and current events. General release.	
5. (i) INR 1766 & INR 1766 (Regional East)	300	-do-	-do-	News and Current events, General and Regional release respectively.	
(ii) INR 1766 & INR 1766 (Regional South)	302	-do-	-do-	-do-	
6. INR 1767 & INR 1767 (Regional West)	241	-do-	-do-	-do-	
7. INR 1767-A	294	-do-	-do-	News and current events, General release.	
8. INR 1768	279	-do-	-do-	-do-	
9. (ii) INR 1769 & INR 1769 (Regional North)	251	-do-	-do-	News and current events, General and Regional release respectively.	
(ii) INR 1769 & INR 1769 (Regional East)	253	-do-	-do-	-do-	
10. INR 1770	301	-do-	-do-	News and current events, General release.	
11. INR 1771	303	-do-	-do-	-do-	
12. INR 1772	302	-do-	-do-	-do-	
13. INR 1773	285	-do-	-do-	-do-	
14. INR 1774 & INR 1774 (Regional South)	272	-do-	-do-	News and Current events, General and Regional release respectively.	

[File No. 315/2/82-F(P)],

Sukumur Mandal, Desk Officer

संचार मंत्रालय

(इकाई तार बोर्ड)

नई दिल्ली, 9 फरवरी, 1983

S.O. 1327.—स्थायी आदेश संख्या 627, विनाक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय सार नियम, 1951 के नियम 434 के वर्णन III के पैग (क) के अनुसार इकाई तार बोर्ड ने श्रीमूर टेलीफोन केन्द्र से विनाक 1-3-83 से प्रमाणित दर प्रणाली लागू कर का निष्पत्ति किया है।

[संख्या 5-6/82- पा एवं बी (पी टी)]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 9th February, 1983

S.O. 1327. In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Vemur Telephone Exchange Andhra Pradesh Circle.

[No. 5-6/82-PHB(PT)]

नई दिल्ली, 9 फरवरी, 1983

का. आ. 1328.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 431 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कालिकापिलाय टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रगाणित दर प्रणाली लागू करने का निश्चय किया है।

[मंस्त्रया 5-1/83-पी. एच. बी.]

S.O. 1328.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Kaliakkavilai Telephone Exchange Tamil Nadu Circle.

[No. 5-4/83-PHB]

नई दिल्ली, 15 फरवरी, 1983

का. आ. 1329 :—स्थायी आदेश संख्या 627, दिनांक 15/2/1983, 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने नरवाना टेलीफोन केंद्र में दिनांक 1-3-1982 से प्रगाणित दर प्रणाली लागू करने का निश्चय किया है।

[मंस्त्रया 5-6/83-पी. एच. बी.]

New Delhi, the 15th February, 1983

S.O. 1329.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Narwana Telephone Exchange N.W. Circle.

[No. 5-6/83-PHB]

का. आ. 1330 :—स्थायी आदेश संख्या 627, दिनांक 15/2/1983, 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गुन्ना टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रगाणित दर प्रणाली लागू करने का निश्चय किया है।

[मंस्त्रया 5-8/82-पी. एच. बी.]

S.O. 1330.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in GUNA Telephone Exchange M.P. Circle.

[No. 5-8/82-P.H.B.]

नई दिल्ली, 18 फरवरी, 1983

का. आ. 1331.—स्थायी आदेश संख्या 726, दिनांक 18-2-1983 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के संख्या 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने भालाना टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रगाणित दर प्रणाली लागू करने का निश्चय किया है।

[मंस्त्रया 5-7/83-पी.एच.बी.]

New Delhi, the 18th February, 1983

S.O. 1331.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Satara Telephone Exchange Maharashtra Circle.

[No. 5-7/83-PHB]

का. आ. 1332.—स्थायी आदेश संख्या 627, दिनांक 18-2-1983 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के संख्या 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने चैरीयल टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रगाणित दर प्रणाली लागू करने का निश्चय किया है।

[मंस्त्रया 5-8/83-पी.एच.बी.]

आर. सी. कटारिया, महायक गहानिदेशक (पी.एच.ए.)

S.O. 1332.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Cherai/Ladnoor Telephone Exchange Andhra Pradesh Circle.

[No. 5-8/83-PHB]

R. C. KATARIA, Asst. Director-General (PHB)

श्रम संधि एवं व्यापारी व्यापालय

श्रम विभाग

नई दिल्ली, 28 दिसम्बर, 1982

का. आ. 1333 :—मैसर्स राठी ग्रेसिस लिमिटेड, 3-ए, वन्धना-2, टाल्सटाय मार्ग, नई दिल्ली-1 (दिल्ली/5224), (जिसे इसमें इसके पश्चात् उक्त स्थान कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और कर्मचारी सरकार का समाधान हो गया है कि उक्त स्थान के कर्मचारी, किसी पृथक् अभिदारण्या ग्रोमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक उन्नीकृत हैं जो कर्मचारी रिक्षा सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरोध हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा शक्ति शक्तियों का प्रयोग करते हुए, और इससे उन्नीकृत अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की उम्रिया के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अन्तस्थी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त नई दिल्ली को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सूचिधाएं प्रदान करेगा जो केन्द्रीय सरकार गमय-गमय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के बंड (क) के अधीन समय-गमय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तृत किया जाना, बीमा प्री-भवयम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहां नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें मंशोद्धन किया जाए, तब उस मंशोद्धन की प्रति तथा कर्मचारियों की व्यवस्था की भाषा में उसकी मूल्य बातों का अनुवाद, स्थापन के मूल्य-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन सूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही मद्दत्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के गद्दस्य के रूप में उसका नाम तरन्त दर्ज करेगा और उसकी वादत आवश्यक प्रीमियम भारतीय जीवन निगम को संबत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपनाथ फायदे अद्दाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उल्लंघन फायदों में मूल्यांकित रूप से बढ़ावी की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपनाथ फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अन्तर्ज्ञय हैं।

7. सामूहिक बीमा स्कीम में किमी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्देय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में मन्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंगर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी मंशोद्धन, प्रादेशिक भविष्य निधि आयक्त, विल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी मंशोद्धन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो बहां, प्रादेशिक भविष्य निधि आयक्त थपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अविष्यक्त शब्दमर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले थाना चुका है अधीन गही रह जाते हैं, या इस

स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीरी से कम हो जाने हैं, तो यह सूट रद्द की जा गकी है।

10. यदि किसी कारणवश, नियोजक उस निधन तारीख की भी-र, जो भारतीय जीवन बीमा निगम निगम करें, भीमियम का संदाय करने में असफल रहता है, और पालिगी को व्यपगत हो जाने दिया जाता है तो, सूट रद्द की जा गकी है।

11. नियोजक द्वारा ग्रीमियम के संदाय में किए गए किसी व्यातिकूल की दशा में, उन सूत मदम्यों के नाम निर्देशियों या विधिक वारिसों को जो, यदि यह सूट न दी गई होनी तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कोर के अधीन आने वाले किसी मदम्य की मृत्यु होने पर उसके हकदार नाम निर्देशियों/विधिक वारिसों को बीमाकृत रकम का संदाय अपराध से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ दिन के भीतर मनिश्चित करेगा।

[सं. एग-35014/466/82-पी.एफ. -2]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 28th December, 1982

S.O. 1333.—Whereas Messrs Rathi Gases Ltd. 3-A, Vandhana, II, Tolstoy Marg, New Delhi-1 (DIL/5224) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient

features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(468)/82-PF III]

क्षा. ना. 1334.—सैमर्स रामन लाल प्राइवेट लिमिटेड, अक्षयतीर्थ, अशोक रोड, अशोक मार्ग, कण्डीली (इ) बम्बई, (महाराष्ट्र/11581), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 का 19 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पश्चक अधिकाराय या प्रीमियम का संदाय किए बिना इनी, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक

उनके हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन जन्मे अनुशय हैं;

बत: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की उचित के लिए उक्त स्कीम के सभी उपबन्धों के प्रदर्शन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भावध्य निधि आश्रित महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी संविधाएं प्रवान करेगा जो केन्द्रीय सरकार समय-समय पर निर्विचित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की भार्पित के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के संड (क) के अधीन रामध-भग्न पर निर्विचित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्ण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का इहान नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें मंशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बासों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट गाया किसी स्थापन की भावध्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तरत्त दर्ज करेगा और उसकी वावत शावशक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे देता है तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बन्धित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे किं कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशय है।

7. सामूहिक बीमा स्कीम में किसी बात हुए भी, यदि किसी कर्मचारी की मर्यादा पर इस स्कीम के अधीन सन्तुष्ट रकम उस रकम से कम है, जो कर्मचारी को उस दिशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/ नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि वायुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों

के द्वारा प्रतिकूल प्रभाव पहुँचे की संभावना हो रहा, प्रादेशिक भविष्य निधि लायक अपना अगुमोदन देने से पूर्व कर्मचारियों को अपना धृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर होगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे की रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने विद्या जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होगी तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार मात्र निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय गम्भीरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात बिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/470/82-पी एफ -2]

S.O. 1334.—Whereas Messrs. Ramanlal Private Ltd. Chakravati, Ashok Road, Ashok Nagar, Kandivli (F) Bomhav-1 (MH/11581) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India. (

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/ legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(470)/82-PF. III]

नई दिल्ली, 10 फरवरी, 1983

का. आ. 1334—मैमरी हैंडियत आक्सीजन लि., आक्सीजन हाउस, लायल्स रोड, कलकत्ता, (जिसे इसमें इसके पालासु उक्त स्थापन कहा गया है) ने कम्पनी भविष्य और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पालासु उक्त सुनियम

कह गया है) की धारा 17 की उपधारा (2क) के अधीन अपनी 7/1, बैंगियन, मुमाली स्ट्रीट, तोण्डीयार पेट, मद्रास-600081 (टी.एन/825) और 13 इंडस्ट्रियल एस्टेट, अम्बास्टर, मद्रास-600058 (टी.एन/4014) पर स्थित शास्त्राओं को छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम का संवाय किए जिना हो, भारतीय जीवन भीमा निगम की सामूहिक भीमा स्कीम के अधीन जीवन भीमा के रूप में कायदे उठा रखे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवाय भीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत शक्तियों का प्रयोग करते हुए और इससे उपरान्त अनुमति में विनिविष्ट गतीयों के अधीन रखते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के भीमी उपलब्धों पर छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिताएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करें।

3. सामूहिक भीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, भीमा प्रामियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, हीने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक भीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें शांशोधन किया जाए तब उम संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उमकी मुख्य बातों का अनुकूल, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहुंच ही सरक्ष्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक भीमा स्कीम के सरक्ष्य के रूप में उमका नाम तुरन्त दर्ज करेगा और उसकी जावन आवश्यक प्रीमियम भारतीय जीवन भीमा निगम को संदर्त बारेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बहाए जाते हैं, तो नियोजक सामूहिक भीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक भीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक भीमा स्कीम में किसी बात के हीने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उम दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक बारिस/नाम निर्देशनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशाय करेगा।

8. सामूहिक भीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव दइते का समाधान हो वहाँ प्राविधिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण सट्ट करने का योक्तव्य अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन भीमा निगम का उस सामूहिक भीमा स्कीम के, जिसे स्थापन पहले अपना चुना है अधान नहीं रह जाते हैं, या इस स्कीम के अधान कर्मचारियों को प्राप्त होने वाले कायदे किसी राति से कम हो जाते हैं, तो यह छूट रद्द का जा सकता है।

10. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन भीमा निगम का उस सामूहिक भीमा स्कीम के, जिसे स्थापन पहले अपना चुना है अधान नहीं रह जाते हैं, या इस स्कीम के अधान कर्मचारियों को प्राप्त होने वाले कायदे किसी राति से कम हो जाते हैं, तो यह छूट रद्द का जा सकता है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए एकसी व्यक्तिक्रम की दशा में उन मूल सरक्ष्यों के नामान्वयनादारों या विवक्षक वारिसों को जो यदि यह, छूट न दा गई होता तो उक्त स्कीम के अन्तर्गत होते, बामा कायदों के सदाय का उत्तरदायत्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सरक्ष्य का मूल्य हानि पर उसके हक्कदार नाम नामान्वयनी/विवक्षक वारिस का बामाहूत रकम का सदाय तंत्रका सारांश प्रत्येक दशा में भारतीय जीवन भीमा निगम से बामाहूत रकम प्राप्त होने के साथ इन के भारतीय सुनाशन्त कारण।

[संख्या एस-35014(68)/8-2-पा० एफ०-11]

New Delhi, the 10th February, 1983

S.O. 1335.—Whereas Messrs Indian Oxygen Limited, Oxygen House, Taratala Road, Calcutta (hereinafter referred to as the said establishment) has applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act) to its branches at 7/1, Vaithianathan Mudali Street, Tondiarpet, Madras 600081 (1N/825) and 13 Industrial Estate, Ambattur, Madras-600058 (TN/4014) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(68)/92 PF.II]

का०ग्रा० 1336.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसें स्नेहा डायरेक्ट ट्रस्ट प्राइवेट लिमिटेड, मामबक्कम, चिंगलपुत्र डिस्ट्रिक्ट, तमिलनाडु राज्य जिसके अध्यात्म उनका 40, ईरालाल चेट्टी स्ट्रीट, मद्रास-1 स्थित विक्रिय कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहसंबंध इस बात पर महसूत हो गई है कि कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019(28)/83-पी०एफ० II]

S.O. 1336.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Snea Diamond Tools Private Limited, Mambakkam, Chingalput District, Tamil Nadu State including its Sales office at 40, Erralualu Chetty Street, Madras-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(28)/83-P.F.II]

महि० विल्सनी, 11 फरवरी, 1983

का०ग्रा० 1337.—मैसें स्नेहा डायरेक्ट लिमिटेड, बन्धव पुना रोड, दामोदी, पूने-411012 (महाराष्ट्र/4410), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विद्युत जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजित संवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुदाय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए और ऐसे उपबन्ध अनुदायी में नियन्त्रित रहतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

बन्धुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रावैशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधित किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंघ की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रवर्धित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक समूहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुरन्त बद्ध करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निधि की संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कापदे बड़ाए जाते हैं तो, नियोजक समूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कापदों में सम्भव रूप से युद्ध की जाने की अवस्था करेगा, जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के अधीन उपलब्ध कापदे उन कापदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञा हैं।

7. समूहिक बीमा स्कीम में किसी भाव के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बारिस/नाम निवेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुकिलपूर्त अवकाश देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निधि की उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कापदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निधि नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यापगत हो जाने विद्या जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की दशा में उन मूल सदस्यों के नामनिवेशितियों या विधिक बारिसों, को जो यदि यह, छूट न की गई होती हो उक्त स्कीम के अस्तर्ता होते, बीमा कापदों के सबस्य का उत्तरवाचिक नियोजक पर होता।

12. उक्त स्थापन के संबन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सबस्य की मृत्यु होने पर उसके हक्कदार नाम निवेशितियों/विधिक बारिसों की बीमाहृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निधि से बीमाहृत रकम प्राप्त होने के सात बिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/475/82-पी०एफ०-2]

New Delhi, the 11th February, 1983

S.O. 1337.—Whereas Messrs Vulcan-Javal Ltd., Bombay Poona Road, Depodi, Pune-411012 (MH/4410), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the

benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the Majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(475)/82-PF. II]

का०शा० 1338—मैतरी रामाकृष्णन स्टील इण्डस्ट्रीज लिमिटेड करमा-डाई-641104 (तमिलनाडु/6190), (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए अविदेन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किमी पृथक या अभिवाय प्रीमियम का संवाय किए जिन ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निकेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिविष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रावेशिक भविष्य निधि अनुकूल तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदाय करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणीयों का प्रसुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, हीने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा या अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अमुसंडया की भाषा में उसकी मुद्य बातों का अनुकूल, स्थापन के सूचना-पट्ट पर प्रवर्तित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के संवाय के रूप में उसका नाम सुरक्षित बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बड़ाए जाते हैं ही, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा,

जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभव हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता था, तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्वैधिति को प्रतिकर के रूप में दोनों रकमों के अल्टर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्ध में कोई भी संशोधन, प्रावेशिक भविष्य निधि अनुकूल तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हिस्से पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आगुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबना, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द को जा सकती है।

10. यदि किसी कारणबना, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपक हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी अविक्रम की दशा में उन मूल सवस्यों के नामनिर्वैधितियों पर विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

12. उक्त स्थापन के संबन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके दृक्षार नामनिर्वैधितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/480/82-पी०एफ०-2]

S.O. 1338.—Whereas Messrs Sri Ramakrishnan Steel Industries Ltd., Karamadai-641104 (TN/6190), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employees.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a transaction of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कांगड़ा 1339—मैसर्ट गेडोर टूल्स (ई) प्राइवेट लिमिटेड, ई-28/30 एम०आई० ई० सी०आई०ए०, चिकलधाना, औरंगाबाद-431210, एम०एस० (भाराट/16549), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 वा 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिसी प्रकार अनियाय या प्रीमियम का संवाद किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उड़ा रखे हैं और ऐसे कर्मचारियों के सिंगले कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजित महत्व बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवस्त शक्तियों का प्रयोग करते हुए और इसके उपबन्ध अनुसूची में नियिक्षित शर्तों के अधीन रखते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रशंसन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रारंभिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा नियोजन के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, मरम्मत-समय पर नियिक्षित करे।

2. नियोजक ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाद करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन मरम्मत-समय पर नियिक्षित करें।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संवाद, लेखाओं का अन्तरण, नियोजन प्रभारों का मंत्रव आदि भी है, होते वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमतवा की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनाएँ पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुश्वर दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवैध-रकम इस रकम से कम है, जो कर्मचारी को उस दण में संवैध होती, जब वह उक्त स्थापन के अधीन होता तो, नियोजक कर्मचारी के विविक वारियर/नाम निर्देशित होता है।

को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदर्भ करेगा।

8. सामूहिक बीमा स्कीम के उपबंधियों में कोई भी संशोधन, प्रादेशिक भवित्व निधि आयुक्त महानगरपाल के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे की संभावना हो वहाँ, प्रादेशिक भवित्व निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकोण स्थिर करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायबे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करे, भीमियम का संदर्भ करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा भीमियम के संदर्भ में किए गए किसी व्यवित्रित की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो परियह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वीमा फाफदों के संदर्भ का उत्तरवायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों की बीमाहत रकम का संबन्ध तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाहत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/476/82-पी०एफ ०-२

S.O. 1339.—Whereas Messrs Gedore Tools (I) Pvt. Ltd., E-29/30, M.I.D.C.I.A, Chikalthana, Aurangabad-431210 (Maharashtra State) (MH/16549), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereunto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a transaction of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(476)/82-PF.II]

का० घा० 1340.—मैसर्स जे० एम० मार्शल (प्रा०) सि०, पूना-411034, जिसमें उसकी (1) तक्तवाली पार्क, नारानपुरा, प्राह्मदाबाद-13, (2) 53-कैल्या काटेज, अल्पापुरी, बड़ोदा-5 (3) पंचवटी, 1/3, उल्मूर रोड, बंगलूर-42, (4) 107 एम० जी० रोड, बड़ई-1, (5) 5-ए घोराइल्ट रो, कलकत्ता-17, (6) 24-लक्ष्मी इण्डोरेस विलिंग, ग्रासफली रोड, नई बिल्लों 1, (7) 3-6-270-3 हिमायतनार, हैदराबाद-29, (8) 168-धाम्पु चेट्टी स्ट्रीट, भद्राप-1, (9) 5/2, स.सो अर्ट-

मेट्रो, कोटला रोड, मार्गुर-13, (10) बम्बई पूना रोड कामराडी, पूना-34 (महाराष्ट्र/2885) पर स्थित शाखाएं जो एक ही फोड़ नम्बर के अन्तर्गत आती हैं (जिसे इसके पश्च तु उक्त स्थापन कहा गया है) में कमंचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कमंचारी किसी पृथक भविष्य या प्रीमियम का संदाय किए जिन ही, भारतीय जीवन बीमा निगम की समूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कमंचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कमंचारी निकेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञा हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए और इससे उपचाव अनुसूची में विनिर्दिष्ट शर्तों के अधीन इन्हें हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रदर्शन से छूट देती है।

प्रदूषकी

1. उक्त स्थापन के मध्यन्तर में नियोजक प्रवेशिक भविष्य निधि प्रायुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियां देंगे और ऐसे लेख रखेंगे तथा निरेक्षण के लिए ऐसी सुविधाएं प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरेक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. समूहिक बीमा स्कीम के प्रश्न में, जिसके अन्तर्गत नेत्राओं का रखा जाता है, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेन्सों का अलारण, निरेक्षण प्रभारों का संदाय अदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यहा अनुमति न मूदिक बीमा स्कीम के लिये भी एक प्रति और जब कर्मी उनमें संधारण नियम जाए, तब उस संधारण की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उसकी मुश्य वर्ती का अनुचाव, स्थापन के सूचनापृष्ठ पर प्रदर्शित करेंगे।

5. यदि कोई ऐसा कर्मचारी, जो कमंचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेंगे और उसकी बाबा आदरके प्रीमियम भारतीय जीवन बीमा निगम को संबंध करेंगे।

6. यदि उक्त स्कीम के अधीन कर्मचारियों द्वारा उपलब्ध कायदे बदल जाते हैं तो, नियोजक समूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से बद्ध की जाने की अवधारणा करेंगा जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के वर्धान उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञा हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रूपमें उक्त स्कीम से कम है, जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के प्रदान होता तो, नियोजक कर्मचारी के विविध वारिस/ नमनिर्देशितों को

प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बाबत रूपमें संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि द्वायुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किस संधारण से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि द्वायुक्त, अपना अनुसादन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर प्रदान करेगा।

9. यदि किसी कारणबद्ध स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना द्वाया है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी का जन्मदर्श, नियोजक उस नियर तारीख के भीतर, जो भारतीय जीवन बीमा निगम का नियर करते हैं, प्रीमियम का संदाय करते हैं असफल, रहता है, और पालसी को व्यवस्था हो जाने दिया जाता है तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन सूत सदस्यों के नमनिर्देशितों वा विविध वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होती, बीमा कायदों के संदाय का उनरवायिक नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/ विधिप. वारिसों की बीमाकृत रूपमें का संदाय तत्परता से और प्रयोक दण में भारतीय जीवन बीमा निगम से बीमाकृत रूपमें प्राप्त होने के सात दिन के भातर सुनिश्चित करेगा।

[संख्या एस-35014/305/82-पी० ए.५०-२]

S.O. 1340.—Whereas Messrs J. N. Marshall (Private) Limited, Poona-411034 including its branches at (1) Lakialawa Park, Naranpura, Ahmedabad-13, (2) 53, Kenya Cottage, Alkapuri, Baroda-5, (3) 'Panchavati' 1/3, Usoor Road, Bangalore-42, (4) 107, M. G. Road, Bombay-1, (5) 5A, Orient Row, Calcutta-17, (6) 24, Laxmi Insurance Building, Asaf Ali Road, New Delhi-1, (7) 3-6-270-3, Himayatnagar, Hyderabad-29, (8) 168, Thambu Chetty Street, Madras-I, (9) 5/2, Vali Apartments, Ko'al Road, Nagpur-13 and (10), Bombay Poona Road, Kasarwadi, Poona-34 which are centrally covered under Code Number (MH/2885), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefit's admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereeto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and

provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(305)/82-PF.II]

का० घा० 1341.—मैर्से अना इंजीनियरिंग कार्पोरेशन लिमिटेड, न० 12, रामकृष्णा रोड, मोरम-7 (तमिलनाडु 7460-७), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकर्ण उपबन्ध प्रधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त प्रधिनियम कहा गया है) की धारा 17 की अधिरा (2क) के अधीन लूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का सम धारा होगा है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, सारकारी जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोप संबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रत्युत्तम हैं।

अब केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त स्तरियों का प्रयोग करते हुए और इस उपबन्ध अनुसूची में विनिर्दिष्ट जातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की प्रथधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छुट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजित प्रादेशिक भविष्य निधि प्रायुक्त तमिलनाडु की ऐसी विवरणियों जैविक और ऐसे लेवा रखना तथा नियोजित के लिए ऐसी मुविवाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करेगा।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के बाइ (क) के अधीन समय-समय पर निर्दिष्ट करेगा।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेवाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय, लेवाओं का अन्तरण, नियोजन प्रभारों का सन्दाय आदि भी है, होने वाले सभी घटों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यदा प्रस्तुत किया जाता, सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाता है, तब उस संशोधन की प्रति तथा कर्मचारियों की बदुसंख्या की भावा में उसकी मुश्य बातों का अनुदाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के अधीन लूट प्राप्त किये स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम सारकारी जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बन्धित रूप से वृद्धि की जाने की अवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन प्रत्युत्तम हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के

अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिति को प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. समृद्धि बीमा स्कीम के उपर्युक्त में कोई भी संबंधित, प्रावेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रभिकूल प्रभाव पड़ने की सम्भावना हो यहां, प्रावेशिक भविष्य निधि आयुक्त आजना अनुमोदन देते से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अद्दमर देता।

9. यदि किसी करारणक्षण, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उमा मायूरिक बीमा स्कीम के, जिसे स्थापन पहले अन्तर्भुक्त की अधीन नहीं रह जाने हैं, या इस रकीम के प्रधान कर्मचारियों को प्राप्त होने वाले फायदे किसी रूप से कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणक्षण, नियोजक उप नियत नार्याख के भीतर, जो भारतीय जीवन बीमा निगम नियत नहीं, प्रीमियम का संदाय करने में अभफल रहता है, और पालिसी को अवगत हो जाने विषय जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वाया प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वीमा, कायदों के संदाय का उत्तराधिकार नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन अन्तर्भुक्त किसी सदस्य की मृत्यु होने पर उसके लूकदार/नाम निर्देशितियों/विधिक वारिसों की बीमा/कृत रकम का संदाय तत्परता से और प्रत्येक दण्ड में भारतीय जीवन बीमा निगम से बीमा/कृत रकम प्राप्त होने के सात दिन के भीतर सर्विस्त्रत करेगा।

[मर्गदार एस 35014/477/82 पृ० १० एफ० २]

ए० के० भट्टाचार्य, अध्यक्ष सचिव

S.O. 1341.—Whereas Messrs Anna Engineering Corporation Ltd., No. 12, Ramakrishna Road, Salem-7, (TN/1460-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed here-to, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund of the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(477)/82-PF II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 9th February, 1983

S.O. 1342—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Hyderabad in the industrial dispute

between the employers in relation to the State Bank of India, Hyderabad and their workmen, which was received by the Central Government on the 1st February, 1983.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 29 of 1982

BETWEEN

The Workmen of State Bank of India, (Eluru Branch).

AND

The Management of State Bank of India, Hyderabad.

APPEARANCES :

None—for the Workman.

Sri K. Srinivasa Murthy, Honorary Secretary of Andhra Pradesh Federation of Chamber of Commerce and Industry for the Management.

AWARD

In exercise of the powers conferred by Sections 7A and 10(4)(d) of the Industrial Disputes Act, 1947, the Central Government referred the following industrial dispute existing between the employers in relation to the Management of State Bank of India and their Workman by Order No. L-12012/295/81-D II(A) dated 10-6-1982 as modified by another Order No. L-12012/295/81-D.IIA dated—July, 1982 to this Industrial Tribunal for adjudication :—

“Whether the action of the management of State Bank of India in relation to its Eluru Branch in terminating the service of Shri M. Veeraju, Godown Watchman with effect from 31-1-1978 is justified? If not, what relief is the workman concerned entitled?”

2. On receipt of the above reference, the same was registered and taken on file in I.D. No. 29 of 1982 on 27-7-1982 and notices were issued to both the management and the Workman for 20-8-1982. Notices were duly served on the parties. On 20-8-1982, Sri K. Srinivasa Murthy undertook to appear for the management, whereas Sri D.S.R. Verma undertook to appear for the Workmen and the case was posted to 4-9-1982 for filing the claims statement of the Workmen. Subsequently Sri K. Srinivasa Murthy filed his authorisation for the management on 18-9-1982. Though time was extended for filing the claims statement of the workmen from 4-9-1982 to 18-9-1982, then to 1-10-1982, then to 19-10-1982, then to 19-11-1982, then to 26-11-1982 and then to today, the claims statement of the workmen is not filed. Sri D.S.R. Verma who undertook to appear for the workmen on the first adjournment day i.e. on 20-8-1982 has not chosen to file any authorisation till today. A truly Sri D.S.R. Verma was requesting for the extension of the time for claims statement upto 19-10-1982. Thereafter he also did not choose to be present before this Tribunal. As such the workmen are unrepresented before this Tribunal during the last three adjournments. Therefore I am constrained to take it that the workmen are no more interested in this reference. Hence the reference is terminated and an Award is accordingly passed.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 1st day of December, 1982.

APPENDIX OF EVIDENCE

-Nil-

S. V. RAMANA REDDY, Presiding Officer

S.O. 1343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Bombay-1 in the industrial dispute between the employers in relation to the Reserve Bank of India, Bombay and their workmen, which was received by the Central Government on the 29th January, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/14 of 1981

PARTIES :

Employers in relation to the Management of Reserve Bank of India.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri N. V. Sundaram, Legal Adviser.
Shri M.A. Batki, Asstt. Legal Adviser.

For the Workman—Shri L. K. Pande, President, Reserve Bank. Workers' Organisation.

INDUSTRY : Banking.

STATE : Maharashtra

Bombay, dated the 13th January, 1983

AWARD

(Dictated in the Open Court)

On receipt of the Failure of Conciliation Report dated 24-7-1980 from the Assistant Labour Commissioner (C) reporting failure of conciliation, the Central Government in exercise of the powers conferred under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947 have referred the following dispute for adjudication :—

“Whether the action of the management of Reserve Bank of India, Bombay in terminating the services of Smt. V. S. Padgaonkar, Clerk, Agricultural Loan Department, Bombay with effect from 25-7-77 is justified? If not, to what relief is the workman concerned entitled?”

2. The very reference indicates the real cause namely the termination of the services of Smt. Padgaonkar with effect from 25-7-1977.

3. Before we turn to the pleadings and deal with the points raised on behalf of the respective parties, it shall be necessary to lay down the facts and the history which ultimately led to the order of termination and the resultant dispute. The concerned workman was in the service of the Reserve Bank of India at Bombay which Bank has framed rules known as Reserve Bank of India (Staff) Regulations, 1948 by which the parties shall be governed. It is conceded by both the parties that these regulations have the force of contractual obligation and do not amount to statutory regulations. Now it seems that Smt. Padgaonkar joined the service of the Bank on 2-12-1968, as a temporary Clerk Grade II initially. It seems from the written statement filed by the Bank at Ex. 6/M that initially the appointment was for a fixed period of six months but she was subsequently offered the post of temporary Clerk Grade I which appointment was accepted by the workman and as such posted in the Agricultural Credit Department of the Bank, where she stood confirmed in the Bank service on 1-1-1971. While she was in the service of the Bank a report was submitted by the Chief Officer, Agricultural Credit Department, in May, 1976 that Smt. Padgaonkar was absenting herself from duty since 13th January, 1976 on the ground that she was suffering from post-natal debility. Even before that she had availed of leave during different periods, as detailed in paragraph 4(b) of the said written statement, enjoyment of which leave is not the point of controversy. The nature of leave and the duration since the same have ultimate bearing on the issues involved are as follows :—

Nature of leave	From	To	Months	Days	Reported on
Maternity leave	1-7-75	31-10-75	4	00	1-11-75
Sick leave on 1/2 average pay	5-11-75	1-1-76	1	28	
Ordinary leave	2-1-76	—	0	01	3-1-76
Ordinary leave	5-1-76	9-1-76	0	05	10-1-76

It is alleged that the absence from 23-1-1976 to 12-6-1976 that is a period of four months and 21 days was regularised by grant of extraordinary leave without pay and allowances.

4. Subsequently on 14-6-1976 Smt. Padgaonkar reported for duty but again absented herself from 19-7-1976 and went on seeking leave on various grounds. On 11-11-1976 a confidential letter was addressed by the Chief Officer to the Chief Manager, Reserve Bank of India stating the particulars of leave enjoyed by the workman and soliciting instructions from the Central Office. In communication from the Chief Manager addressed to the Chief Officer, Agricultural Credit Department stating that extraordinary leave without pay and allowances from 2-12-1976 to 2-3-1977 should be sanctioned and at the same time the workman should be cautioned that she should positively report for duty on or before 21-3-1977 failing which the Bank will have no alternative but to terminate her services without any further notice. A communication to this effect was sent under the signature of Deputy Chief Officer on 7-3-1977 to which Smt. Padgaonkar replied by letter dated 21-3-1977 requesting indulgence to allow her to report for duty on 1-4-1977 due to certain exigencies beyond her control and for sanctioning the leave as prayed for by application dated 4-3-1977. On 5-4-1977 the Chief Officer reported that Smt. Padgaonkar joined the duty on 1-4-1977 and he therefore proposed to regularise her absence for 29 days from 3-3-1977 to 31-3-1977 by granting extraordinary leave without pay and allowances etc. However on 13-4-1977 there was a fresh request from Smt. Padgaonkar for leave for 5 days with effect from 11-4-1977 on the ground of her illness. This was followed by another letter dated 25-4-77 seeking extension of leave by one month with effect from 22-4-1977 on the same ground. On 28-4-1977 the Bank had regularised her leave for 29 days and it was communicated to the workman and further she was advised to show marked improvement in her leave record in future.

5. On 28-5-1977 on the ground that Smt. Padgaonkar was suffering from arthritis and resultant inability to attend the duty from 23-5-1977 she sought leave for a period of two months on medical grounds and annexed to this was a certificate issued by Dr. S. V. Purandare dated 28-5-1977. This requested further led to inter-departmental correspondence and suggestion was made by the Chief Officer that Smt. Padgaonkar may be advised to report to the Bank's Medical Officer, as in the opinion of the Chief Officer the employee was not keen on attending office regularly. As on 31-3-1977, it was found that Smt. Padgaonkar had enjoyed sick leave for 4 months and six days, Special leave for 2 months and 7 days, Maternity leave for 8 months on two occasions and extraordinary leave for 13 months and 7 days. As on that day it seems that to the credit of Smt. Padgaonkar there was no ordinary leave but sick leave on half pay for 22 days. The Chief Officer was directed to issue a letter to Smt. Padgaonkar to appear before the Bank's Medical Officer for medical examination and accordingly a communication dated 14-7-1977 went from the Deputy Chief Officer to the employee. However on the date fixed she could not appear before the Medical Officer for examination but sought permission to appear in the course of the week namely last week of July, 1977.

6. Medical examination by Dr. Bhatt, Bank's Medical Officer took place on 29-7-1977 who by his report dated 12-8-77 found that it was not the illness of the employee nor the illness of any of the children but because the children are too young and the parents do not want to leave them in the care of servants, Smt. Padgaonkar was marking time and was seeking time till her elder child will be in a position to

attend the school and arrangement for care-taker is made. The Medical Officer even went to length of advising Smt. Padgaonkar to resign temporarily from the service with the opinion to rejoin in case the Bank agrees.

7. Even before this report was submitted by the Medical Officer, by her letter dated 2-8-1977 Smt. Padgaonkar asked for leave and keeping her for six months during which period according to her she would be in a position to tide over the difficulties. The Deputy Chief Officer by his letter dated 22-8-1977 reported this matter to the Chief Manager and ultimately a communication was despatched to the employee asking her to report for work immediately at any rate before 29-9-1977 failing which the Bank would assume that she was no longer interested to continue in Bank's service. When on 29-9-1977 also she did not report for duty the papers were sent to the Central office, result of which was the letter dated 18-10-1977. By this letter the employee was advised that if she fails to report for duty by 25-10-1977, the Bank will have no alternative but to terminate her services. However by reply dated 24-10-1977 admitting that the leave enjoyed by her was disproportionate to the length of service, Smt. Padgaonkar, on the ground of family difficulties, sought extension of leave by atleast by one month. This again led to inter-departmental queries and on a note put up by the Office, the J.C.M. proposed to terminate the services by his endorsement dated 28-10-1977 whose action was approved by the Deputy Governor. Similarly the Chief Officer agreed with another note of the department that the services of Smt. Padgaonkar be terminated with effect from 25-10-1977 as a result of which on 3-11-1977 suitable communication terminating the services were issued. On 27-12-1977 a cheque for Rs 385.00 was remitted to the employee.

8. When Smt. Padgaonkar faced with the order of termination she submitted an appeal to the Governor of Reserve Bank of India against her alleged unjust and uncalled for dismissal, under Staff Regulation 25(2)(b) of the Reserve Bank of India (Staff) Regulations, promising that she would be regular in attendance and seeking permission to re-start her career. However the Governor on the strength of a note put up by the office tuned down the said request and the decision was communicated to Smt. Padgaonkar on 16-5-1978. This ultimately led to the conciliation proceedings and on their failure to the present reference.

9. By the statement of claim Ex. 2/W the family difficulties which Smt. Padgaonkar was facing have been reiterated and it is urged that since pre-condition to effect retrenchment, which are mandatory conditions were not fulfilled, the order of termination becomes bad and void. It is also stated that the notice pay was not despatched along with the order of termination but sometime later on and that any compensation as stated in Section 25F was not offered or paid, although it was obligatory on the Bank to do so. It is alleged that the Regulation by which the parties are governed i.e. the Reserve Bank of India (Staff) Regulations cannot override the provisions of the Industrial Disputes Act and therefore if the stipulations laid down under the said Act are not fulfilled, the compliance with the regulations would be of no avail. It is also alleged that the Deputy Chief Officer had no power or authority to terminate the services of Smt. Padgaonkar and since he cannot be termed as Manager and since prior approval of the Governor was not obtained, the order of termination is rendered void and ineffective. Similarly on the ground of retrospective effect tried to be given to the said order it is contended that on this ground also the order suffers from serious infirmities. In paragraph 12 of the Statement of claim the family difficulties which were being experienced by Smt. Padgaonkar have been narrated and it is alleged that the Bank was unable to indicate that the work of Smt. Padgaonkar was so important that irreparable loss was likely to be caused by her absence. It is pointed out that the R.B.I. might have sanctioned further leave considering the rules and regulations prescribed and that looking into the law and procedure the order of termination stands unjustified.

10. In reply to this statement of claim the R.B.I. filed their rejoinder at Ex. 6/M where they have traced the history to which a reference is already made and it is urged that Smt. Padgaonkar having persistently refused to

report for duty in spite of frequent extensions, the Bank was left with no alternative but to terminate her services. It is urged that the termination was not a termination simplicitor but termination by way of disciplinary action as the employee unauthorisedly remained absent without prior sanction of leave and did not report for duty despite being directed to do so. Placing reliance on Regulations 32 and 39 of the RBI (Staff) Regulation, it is urged that Smt. Padgaonkar was guilty of the misconduct by not reporting for duty and the Bank could have held domestic enquiry and dismissed her from service, since this would have resulted in a stigma resort was taken to Regulation 25(2) of the Staff Regulations and services were terminated.

11. Since the Bank has come forward with the plea that it was because of misconduct the severance was effected permission was sought to establish the said misconduct before the Tribunal, there being no prior domestic enquiry held in the matter. It is alleged that having regard to the leave under various categories enjoyed by the workman the duration of which extended to 3 years and 3 months during the period of service of less than 9 years, in addition to which casual leave 15 days per year was availed of, the Bank complains that ultimately the duty of an employee is to attend the office and that since the action was by way of disciplinary action the provisions of Section 25F can never be attracted.

12. Regarding the contentions that the order of termination was not passed by competent authority, the plea of the Bank is that the termination was effected by the Chief Officer, Agricultural Credit Department with the prior approval of the Governor and that the said Chief Officer comes within the definition of the term 'Manager' under the Staff Regulations, being an officer in-charge of the Department. It is alleged that the termination was effected with effect from 25-10-1977. Office Order dated 2-11-1977 was merely a communication of the said fact which had already taken place and therefore cannot be said to be giving retrospective effect no- on that ground the order can be challenged.

13. On the above pleadings the following issues arise for determination and my findings thereto are :—

ISSUES

FINDINGS

1. Whether the dispute referred to regarding the termination of services of Mrs. V. S. Padgaonkar is not an industrial dispute ? Already noted
2. Does the Respondent prove that the termination of the services of Mrs. V. S. Padgaonkar was on account of misconduct as allotted ? Yes
3. If yes can Reserve Bank prove the said misconduct without prior domestic enquiry ? Yes
4. If yes do they prove the alleged misconduct ? Yes
5. Whether the order of termination is justified ? Yes
6. To what relief the workman is entitled ? Nil

REASONS

14. Regarding the contention of the Bank that the dispute referred to could never be termed as an industrial dispute, this point was heard as a preliminary issue and by order dated 11-11-1982 the objections to this effect raised by the Bank stood over-ruled.

15. If we turn to letter dated 3-11-1977 what we notice is that by the said communication the employees was advised that her services stood terminated as from the close of business on 25-10-1977. The letter further communicated that a month's pay in lieu of notice shall be paid to the employee in terms of Regulation 25(2)(b) of the Staff Regulations. As the letter stands therefore and similarly as the office note preceding this communication reads, severance of the relationship was proposed to be effected in exercise of the powers under Regulation 25(2)(b) of the Staff Regulations. Under the relevant regulations which falls under Section 3 of Chapter II under Capital termination of service, the Bank may terminate the services of any

employee on giving him one month's notice or pay in lieu thereof if the employee belonging to any other class than Class I. Regulation 25(3) at the same time laid down that nothing in sub-regulation (2) shall affect the right of the Bank to retire or dismiss an employee without notice or pay in lieu thereof in accordance with the provisions of Regulations 26 and 47 or to terminate the service of an employee without notice or pay in lieu thereof on his being certified by the Bank's Medical Officer to be permanently incapacitated for further continuous service in the Bank. Now although resort was taken to Regulation 25(2) (b) and though the letter of termination reads accordingly, because of the interpretation of Section 2(oo) of the Industrial Disputes Act and of the term 'retrenchment', the Bank has now come forward with the plea that the employee was guilty of the misconduct in the sense she consistently remained absent and neglected her duties and failed to report for duty though advised accordingly and that the power vested under the R.B.I. under Regulation No. 47 has been exercised to terminate her services in other words that the order of termination as it stands though reads as termination simplicitor, the case of the Bank now is that it was in fact punitive action for the alleged misconduct. Under the Regulation 47(1) an employee who commits a breach of the Regulations of the Bank or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interests to the Bank or in conflict with the instructions, or who commits a breach of discipline or is guilty of any other act of misconduct shall be liable to the penalties laid down including the penalty of dismissal. Sub-Regulation (2) at the same time lays down fulfilment of prior condition namely framing of charges, giving of reasonable opportunity to the employee to answer the same and allowing the workman to defend his case. Under proviso to sub-Regulation (2) these requirements may not be fulfilled if the facts on the basis of which action is to be taken have been established in a court of law or Court Martial or where the employee has absconded or where it is for any other reasons impracticable to communicate with him or where there is difficulty in observing them and the requirements can be waived. As the facts stand no situation as contemplated by the proviso had at any time arisen and therefore the Bank cannot rely on the same.

16. Under Section 2(oo) of the Industrial Disputes Act which shall govern the relationship in the present reference what has been laid down is that any termination by the employer of the services of a workman for any reason whatsoever other than as a punishment inflicted by way of disciplinary action, amounts to retrenchment except in cases falling under Clauses (a), (b) and (c) which are not attracted in the instant case. The termination therefore as it stands unless the Bank is in a position to plead and prove that the same to be by way of disciplinary action, would amount to retrenchment and since the provisions of Section 25F of the Industrial Disputes Act admittedly have not been followed, no retrenchment compensation having offered or paid for the past service at the rate stated, the order would be rendered void and illegal. The interpretation put on the definition of retrenchment under Section 2(oo) of the Act was the subject-matter of various decisions of the Lordships of the Supreme Court beginning from State Bank of India Vs. N. Sunderamony 1976 AIR page 1111 and it has been now consistently held, which Sections become the law of the land that any termination except in the case of termination by way of punishment and except in the case of the excluded matters, attracts the same definition and therefore it is incumbent on the employer to follow the provisions of Section 25F of the Industrial Disputes Act.

17. To overcome this difficulty as already indicated the Bank has come forward with the plea of disciplinary action by way of punishment so as to bring the case in the exculded category. In Oriental Textile Finishing Mills, Amritsar Vs. Labour Court, Jullundur a case report in 1971, II, LLJ, page 505 the facts were that the employees were on strike during the pendency of a reference which rendered the said strike illegal and although the workmen were persuaded to join the duties those persuasion failed and ultimately the management issued notice in joining upon the workmen to attend the duties by a specific date, which communication also fell in deaf ears as a result of which the mire of these employees were removed from the rolls although no domestic enquiry was held in the misconduct. The question therefore

arose whether the termination was legal and that whether prior enquiry into the misconduct was obligatory and its omission rendered the order as illegal. Ultimately the Lordships of the Supreme Court held that though there was no enquiry it was open to the management to justify the action of termination of service by evidence led before the Industrial Tribunal and for this proposition the earlier rulings in Punjab National Bank Ltd. Vs. Workmen, 1959 (II) LLJ, page 666, workmen of Motijpur Sugar Factory (P) Ltd Vs. Motijpur Sugar Factory, 1965 (II), LLJ, page 162 Hindustan General Electrical Corporation Ltd. Vs. Bishwanath Prasad 1971 (II), LLJ, page 340 were relied on. In the same case it was further held that if there was persistent and odious refusal by the workmen to join duty notwithstanding the fact that the management had done everything possible to persuade them and gave them an opportunity to come back to work but they have without sufficient cause refused would amount to misconduct and justify the termination of service. It was found that the notice issued to the workmen mentioned that the workmen were free to join duty by a certain date and further found that the misconduct attributed to the employees stood established and that the stand taken was reasonable.

18. Similarly in Assam Oil Company Limited Vs. Their workmen 1960(I), LLJ, page 587 it has been laid down that the words used in the order of discharge and the form which it may have taken are not conclusive in the matter, the Industrial Tribunal would be entitled to go behind the words and the form and decide whether the discharge is discharge simplicitor or not. Their Lordships further observed that if it appears that the purported exercise of the powers to terminate the services of the employee was in fact the result of the misconduct alleged against him then the Tribunal would be justified in dealing with the dispute on the basis that despite its appearance to the contrary the order of discharge is in effect an order of dismissal and at the same time the exercise of the powers in question to be valid must always be bonafide. Similarly in Gujarat Steel Tubes Ltd. Vs. Gujarat Steel Tubes Mazdoor Sabha, 1980 (I), LLJ, page 137 (149) when the language of the termination order is equivocal or misleading it was held by their Lordships of Supreme Court that if the severance of service is effected, which in the instant case has been done, the first condition is fulfilled and if the foundation or cause of severance is the servant's misconduct the second is also fulfilled. The Lordships further observed that if the basis or foundation for the order of termination is clearly not turpitudinous or visited with evil pecuniary effects then the inference of dismissal stands and vice versa.

19. Everything therefore depends on whether the Bank successfully establishes the alleged misconduct so as to bring home the charge or the plea of disciplinary action, without which the interpretation of the term 'retrenchment' would be attracted and as already stated since there is no compliance of the provisions of Section 25F of the I. D. Act, despite several years of service, there would be no difficulty in quashing the order.

20. Was then the absence a misconduct on the part of the employees so as to attract disciplinary action. For the said purpose we shall have to again revert to the Staff Regulations particularly Chapter VI which lays down provisions or rules regarding leave and joining time. If we refer to these rules and at the same time refer to the chart of duration of leave enjoyed by the workman, no other conclusion would be possible than to hold that leave enjoyed was disproportionate to the period of service, a fact even admitted by the workman in one of her communication and that barring sick leave for 22 days on half pay, she had no other leave to her credit.

21. At one stage there was an attempt to plead illness for which purpose a certificate from a Doctor residing at Dadar was produced. When the employee was asked to appear before the Bank's Medical Officer as is evident from the report of the said Medical Officer dated 12-8-1977, not the illness but other factors were discussed with the said authority namely the factors like under-age of the children and there being nobody else in the family to look after them. At least from July, 1977 therefore there was no other ground for Smt. Padgaonkar to be away from the place of work except her family difficulties. This dilemma had assumed the character of conflict between two loyalties, first the employee owed to the Bank in whose service she was and the second to the family and her children. In the statement of claim after saying that the aim of the State is towards welfare of the Society,

it was tried to be urged that the difficulties in which Smt. Padgaonkar was placed should have been appreciated by the Bank and sympathetic considerations were due to her. The question is whether this difficulty would prevail on the difficulties of the Bank and that in the light of the difficulties experienced by Smt. Padgaonkar, she can be absolved of the charge of misconduct.

22. Apart from other objections to which a reference will shortly be made there are two main objections raised on behalf of the Union in their attempt to impugn the relevant order. In the first place it is contended that if the action is to be called at all a punitive action since no enquiry preceded the same, which enquiry is a must, the Reserve Bank of India cannot come forward with a say that the action was on the ground of alleged misconduct. There is also another objection namely the ordering not passed by the competent authority as required by the Regulations, the same is rendered invalid and therefore non-existing.

23. It is true that under the Award known as Shri Venkatarama Aiyar Award notified in the Gazette of India, dated 5-3-1968 under Chapter XIII the procedure for the termination of employment and taking other disciplinary action have been laid down, where paragraph 13.3 to 13.10 which speak of the procedure at the enquiry. It is an admitted fact that no such enquiry known as domestic enquiry, had taken place nor any chargesheet was issued nor the employee concerned had any opportunity to meet those charges. Relying on this circumstances therefore it has been urged that there is denial of natural justice and that in the absence of any pre-enquiry, it was incumbent on the Reserve Bank of India to hold the same, now it is too late in the day for the Reserve Bank to term the action as a disciplinary action much less entitle to establish the same.

24. What happens in the case when the misconduct is attributed and an action is taken but no prior enquiry has taken place, was the subject matter of various decisions of the Lordships of Supreme Court right from the decision in Punjab National Bank Vs. Their workmen had reported in 1960 I SCR 806 followed by other decision which are to be had in Municipal Corporation, Greater Bombay Vs. P. S. Malavankar and others reported in 1978, (II) LLJ, page 168 (page 172). In para 8 their Lordships observed relying on the various decisions enumerated there that even if the impugned order of termination of service was held to be punitive in character, and could not have been passed save and except as a result of a disciplinary enquiry held under the Standing Orders, impugned order cannot be struck down as invalid on the ground of non-compliance of the requirements of the Standing Orders, since the employers availed of the opportunity open to them and adduced sufficient evidence justifying the action taken by the management. It was further observed that this conclusion is fortified by a catena of decisions of the Supreme Court where it has been consistently held that no distinction can be made between cases where the domestic enquiry is invalid or defective and those where no enquiry has in fact been held as required by the relevant standing orders and in either case it is open to the superior to justify his action before the Tribunal by adducing relevant evidence. The objection therefore that in the absence of prior domestic enquiry and in the absence of prior opportunity to the employee to meet the charge, the R.B.I. cannot now come forward with the plea of misconduct cannot survive.

25. In the case above mentioned a similar point arose namely whether it was a termination simplicitor or termination amounting to dismissal for misconduct and on going through the evidence, which was adduced before the Tribunal it was held that the evidence established that the service of the Respondent was not satisfactory and therefore action could be taken against him. In the instant case also though there was no enquiry the R.B.I. coming forward with the plea that the consistent absence despite direction to resume duties amounted to misconduct and if therefore the Reserve Bank of India acted in a particular manner, the employee cannot complain. Of course, whether it amounts to misconduct or not, it is another question to be determined but the fact that if there is an averment regarding misconduct an opportunity is available to the employer even if he had held no prior enquiry, to adduce sufficient evidence and establish the misconduct for the first time before the Tribunal.

26 It was then urged that the decision was not taken by the Competent authority. It is not disputed that under the Regulations especially 3(d) the Manager means the officer in charge of an office or branch for the time being and it also means with reference to the different departments of Central Office the officer in charge of the department in which the employee is employed or is to be employed. Under Regulation 3(e) the competent authority means the Governor in case of Offices other than Offices in Grade 'A' and the Manager in other cases. We have already seen that the action which was contemplated namely to terminate the services of Smt Padgaonkar was approved by the Chief Officers and it was only the communication which was done by the Deputy Chief Officer as can be seen from Exhibits 56/M and 57/M. In the above mentioned case also though the order was passed by the authority competent to do so the communication was done by somebody subordinate to him but as it was the order of the authority not lacking any competency, mere communication was held to be no ground to strike down the order. It is also to notice that when the appeal was preferred to the Governor of the Bank as seen from Ex 59/M the same was turned down of course whether there was appeal or no appeal legality or otherwise of the original order would solely dependant on whether the same was passed by the Competent authority or not. Since the Chief Officer of the Department is to be termed a 'Manager' and therefore, he is entitled to pass the order, the objection in this regard also must fail.

27 I have already pointed out that Smt Padgaonkar was placed in such a circumstance that had she joined the duties, her children might have been neglected. At the same time I have also observed the conflict between two loyalties one to her family and the other to the RBI. Yet because of the contract of service with the Bank the family difficulties to a certain extent could not have been allowed to over ride those duties which she owed to the employer. In this regard though it is non medical advice by a Medical Officer of the Reserve Bank of India it was a correct advice given by Dr Bhat to Smt Padgaonkar when he suggested either to join the duties immediately or to take option of temporary resignation of service with the option for reappointment in case the Bank agrees.

28 Under Regulation No 34 it is incumbent on an employee to serve the Bank honestly and faithfully and should use his utmost endeavours to promote the interests of the Bank. If anybody remains absent continuously whether there is leave to the credit or not, such an employee cannot be said to be following the directions in the Regulation No 34. We have also seen regulation No 39(1) which lays down that an employee shall not absent himself from his duties without having first obtained the permission of the competent authority, nor shall he absent himself in case of sickness, or accident without submitting a sufficient medical certificate. It is only in the case of temporary indisposition as made out in the proviso the production of a medical certificate may be dispensed with. In the instant case at one stage Smt Padgaonkar reported that she was suffering from arthritis and had produced medical certificate in this regard but when the Bank doubted the veracity thereof and therefore directed the employee to appear before the Bank's Medical Officer as stated herein before no ground of illness was discussed or disclosed but the real difficulties were family difficulties in which Smt Padgaonkar was placed then. The ground of illness atleast at the relevant time was not a genuine ground. Sub-regulation (2) of Regulation 39 further makes it clear that an employee who absents himself from duty without leave or overstays his leave except under circumstances beyond his control for which he must tender a satisfactory explanation, shall not be entitled to draw any pay and allowances during such absence or overstay and shall further be liable to such disciplinary measures as the competent authority may impose. The absence therefore even under the Regulation is deprecated and when any employee absents himself without any reason it would expose such an employee to disciplinary action.

29 Without advertizing to the various letters exchanged between the parties and the directions issued by the Bank from time to time which are there on record it can be held conclusively that at the relevant time despite several opportunities extended to Smt Padgaonkar for one reason or the other she could not avail of those opportunities and went on ex-

tending leave and remaining absent from the place of her duty as a result of which there was no leave to her credit, leave sought by her during the short span of nine years of service was extending for a period of three years or more. It is not that the Bank acted hastily and hurriedly in the matter nor that any sympathy was lacking but every time she was advised that it was in her interest to join the service immediately and at one stage the absence from 22-7-1977 to 25-10-1977 was ordered to be listed as extraordinary leave without pay and allowance. It is therefore evident that it was only when the patience of the Bank authorities was exhausted that they decided to sever the relationship. The grant of extra-ordinary leave is held to be a lenient help of and it is urged that atleast during this period the absence shall be deemed to have been condoned and therefore the same cannot be a ground for passing the order. The grant of extra ordinary leave in my view proves the absence of malice on the part of the Bank and on the contrary suggests that for difficulties which Smt Padgaonkar was experiencing the Bank had sympathy but when the matter was stretched too long action followed.

30 There may be several employees serving in the Bank and with the help of the remaining employees the Bank could have carried on the work. The employee however cannot be allowed to make capital out of it otherwise if the presumption is that the absence of a particular employee would not effect the working of the Bank, the very reason for employment of such an employee would be non-existing and in that case there cannot be any grievance if he or she is thrown in the street. The contention therefore that there were other employees and her absence would not cause irreparable damage to the Bank would be of no avail.

31 In Indian Iron and Steel Company Ltd Vs Their workman 1958 (I), LLJ, page 260 the absence of an employee was on the ground that he was taken to the Police Custody by the Police which culminated in his absence from duty for certain period. The absence in the said case was not on account of volition on the part of employee but it was foisted on him, even then the termination of service by the employer under the Standing Orders was held justified.

32 In Arvind Board and Paper Products Ltd Vs Its workmen which is a case decided by the Industrial Tribunal Bombay reported in 1958, (I), LLJ page 372, though the absence of the workmen was on the ground of arrest by the Police, the dismissal for the absence was upheld. A similar contention was raised that in the absence of any enquiry no order of dismissal for the misconduct could have been passed because it was found that it was difficult to what explanation the workmen could have given for their absence. In view of the provision the company could not have been asked to wait indefinitely pending the uncertain result of the criminal prosecution launched against them and the concern cannot afford to wait indefinitely for those of the workmen who absented themselves to turn up for work when they like or when they are in a position to do so. Even in the instant case Smt Padgaonkar was expecting the Bank to wait indefinitely so that she could tide over the family difficulties and then could resume duties. Such expectation could not have been there and it was really the duty of Smt Padgaonkar if she really wanted to serve the Bank to make other alternative arrangement and join the duties as and when asked to do so or if the family difficulties were unsurmountable either to quit or adopt the method suggested by the Bank's Medical Officer. It is true that Smt Padgaonkar who had the responsibility of two small children to bring up was in a dilemma yet the record speaks that sufficient latitude was shown and leave even when it was not due was granted and it was when the renege remained unabated, the Bank came down with heavy hand. Not only at the time of order of termination but even when the matter was before the Assistant Labour Commissioner, the Bank had come out with the plea that it was a termination of service under Regulation 25(2)(b). It was therefore urged on behalf of the Union that when even before the Assistant Labour Commissioner the stand was of simple termination and not by way of punishment, the Bank should not now be allowed to overcome the difficulties created by the interpretation of Section 2(oo) of the Industrial Disputes Act to plead as disciplinary action.

Normally it is true that in cases particularly governing Section 33 of the Industrial Disputes Act it is the employee who pleads that the order of termination simplicitor is not a simple termination but a punitive action for the past conduct amounting to discharge or dismissal. Here the tables are turned in the sense when the employee described the termination as termination simplicitor and thereby falling under the definition of retrenchment under Section 2(oo) the management has come forward with the plea that the same was not a termination simplicitor but as a result of disciplinary action. It is contended on behalf of the Bank that the order was so worded though the continuous absence amounting to misconduct was the reason behind it so that the chances of future employment of the employees were not marred. If with this motive the order was passed and at the same time if there is sufficient material to uphold the misconduct and the resultant action against the employee, what is the real nature will have to be determined whether the plea is coming from the employee or the employer. In Municipal Corporation, Greater Bombay Vs. P. S. Malavenkar and others the case already referred to in para 7 page 171 their Lordships observed that it is now well-settled that the question whether a particular order terminating the service of an employee is by way of punishment or not has to be determined on the facts and circumstances of each case and the form of the order is not decisive of the matter. There as here two courses were left open before the employer namely to terminate the service after giving one month's notice or to impose the punishment for misconduct and it was held that the question as to which powers have been exercised has to be determined having regard to the substance of the matter and not its form. It was also further observed that one thing must be borne in mind that these are two distinct and independent powers and as far as possible, neither should be construed so as to emasculate the other or to render it ineffective. At page 172 it has been further observed that if misconduct of the employee constitutes the foundation for terminating his service, then even if the order of termination is purported to be made under the Standing Orders, it may be liable to be regarded as punitive in character though even in such cases it may be ascertained that the management had not punished but merely terminated. In the instant case the main foundation, I say the sole foundation was the continuous absence for long spell of period as seen from the noting prepared at the time of final order and because of such absence, no course was left open for the Bank but to pass the relevant order.

33. If we go to Chapter VI of the Regulations dealing with Leave and joining time, and if we compare the chart of leave of Smt. Padgaonkar it is evident that no leave was to her credit except 22 days leave on half average pay appearing in the record and her demand for extension on the ground of family difficulties and not on her own sickness was not at all justified. If therefore the Bank declined to grant such leave after trying to caution time and again the employee and directed her to resume the duties without fail, no fault can be found with the employer who it must be stated acted patiently for considerable length of time. The Bank as an employer was concerned with their own working and even though the difficulties of the employees should be considered and were considered yet if those difficulties created obstacles in the discharge of the duties of the employee which she owed to the Bank such private or family difficulties cannot be made a ground so as to ignore the duties as Bank employee.

34. Once the facts amounting to misconduct are established and the record is clear in this regard leave to no other conclusion, although the same has been established not during the enquiry but in the course of the trial before the Tribunal, and unless the final order is found to be disproportionate, shocking or harsh it would not be possible for the Tribunal to interfere in the matter, even if had the marrs been left to this Tribunal some other order might have been passed. When the employer has exercised his option in a particular manner unless the interference is legally permissible the action cannot be frowned upon.

35. I am told that during the sickness the Bank had sanctioned medical bills but this does not mean that all 1318 GI/8 2-5.

along the employee was ill nor it would mean that the employer must condone the absence. Even in the case where there was incarceration against the will of the employee, the absence was found to be sufficient to render valid the action of the management terminating the service. It is not therefore whether the case was genuine or not but because the absence would have been no longer tolerated by the Bank. Furthermore, as already pointed out when the examination by the Bank's Medical Officer was insisted upon it was revealed that it was not on the ground of illness but family difficulties which normally in the case of continuous absence the employer cannot be expected to take notice of it, atleast when several opportunities advanced were ignored the Bank cannot be said to have acted harshly.

36. Net result of the above discussion is that since the action of termination is found to be by way of punishment the provisions of Section 2(oo) of the Industrial Disputes Act and the interpretation namely that termination was for any reason whatsoever cannot be attracted nor the failure to abide by the provisions of Section 25F of the Act would be of any avail since in the case of termination by way of punishment those provisions will not be attracted.

37. The order as it was given retrospective effect yet when the operative part of the order is severable merely because retrospective effect has been given cannot render the whole order nugatory. When an order is found severable in Jeevaratnam (R) Vs. State of Madras, 1967 (I), L.I.J, page 391 their Lordships of the Supreme Court held that retrospective part can be given fullest effect, and though the Court cannot pass a new order of dismissal, but certainly it can give effect to the valid and severable part of the order.

38. The conclusion therefore is that the challenge to the order must fail and that the action of the management in terminating the services of Smt Padgaonkar was fully justified.

Award accordingly.

No order as to costs.

Dated : 20-1-83.

M. A. DESHPANDE, Presiding Officer
[No. L-12012/187/80-D.II (A)]

S.O. 1344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employer in relation to the State Bank of India, Nagpur and their workmen, which was received by the Central Government on the 28th January, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-3 of 1981

PARTIES :

Employers in relation to the management of State

Bank of India, Region No. 1, Nagpur;

AND

Their Workmen

APPEARANCES :

For the employer—Mr. A. A. Khan Officer-in-Charge, Disciplinary Proceedings Cell.

For State Bank Workers' Organisation—Mr. P. V. Gade, Advocate.

INDUSTRY : Banking

STATE : Maharashtra
Bombay, dated the 17th day of January, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-12012/23/80-D.II.A dated 28th February, 1981, in exercise of the powers conferred by clause (d) of subsection (1) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of State Bank of India, Region No. 1, Nagpur and their workmen in respect of the matters specified in the Schedule mentioned below :—

SCHEDULE

"Whether the action of the management of State Bank of India, Region No. 1, Nagpur in relation to their Dhamangaon Badhe Branch in terminating the services of Shri N. D. Deo, Cashier-cum-Clerk with effect from 15-1-1980 is justified? If not, to what relief is the concerned workman entitled?"

2. The workman, N. D. Deo, was working as Cashier-cum-Clerk at the State Bank of India, Dhamangaon Badhe Branch as per order of the Bank dated 9-2-1978 from the Regional Manager, Nagpur. This order was directed to the Branch Manager of the Bank at Dhamangaon Badhe Branch. The workman was by order, dated 14-2-1978, by the Branch Manager, State Bank of India, Dhamangaon Badhe Branch temporarily appointed for six months. According to the workman, he was appointed in a permanent vacancy with an assurance of not giving any break and to be observed permanently after appearing for a personal interview which was to be conducted shortly. The General Secretary, State Bank Workers' Organisation (hereinafter referred to as the "Organisation") alleged in the statement of claim that even though personal interviews were held by the Bank three times in the year 1978 the workman was not called for the interview. He was directed by the letter dated 17th July, 1979, of the Branch Manager, Dhamangaon Badhe Branch to appear for written test on 22nd July, 1979. It is alleged in the statement of claim that the workman was served with a notice of termination dated 1st January, 1980. The workman protested against the notice of termination by this representation dated 5th January, 1980. The Organisation thereafter filed a dispute with the Asstt. Labour Commissioner (C) on 10-1-1980. It is alleged that the Bank did not settle the dispute and a failure report was submitted by the Asstt. Labour Commissioner (C) on 15-2-1980.

3. It is further alleged in the statement of claim that before the appointment of the workman at Dhamangaon Badhe Branch he had put in 252 days in the State Bank of India at Buldhana Badhe Branch. In view of his past service, it was stated in the statement of claim, that the workman was appointed temporarily at Dhamangaon Badhe Branch with effect from 14-2-1978 in a permanent vacancy. It is further alleged that terminating the workman's services with effect from 15-1-1980 was illegal and in contravention of the assurance given to him in the order dated 14-2-1978. According to the Organisation, for the purpose of recruitment and absorption in the permanent vacancy the employees of the State Bank of India were governed by the provisions of the "Sastry and Desai Awards" as modified by subsequent settlements. It was pointed out that the workman having served at the Buldhana Branch of the State Bank of India, earlier to his employment at Dhamangaon Badhe Branch for 252 days happened to be a retrenched employee, who in the normal course should have been given preference for filling up the permanent vacancy at Dhamangaon Badhe Branch after completing his probationary period of six months. As per the appointment letter dated 14-2-1978 the workman was to be absorbed in permanent vacancy after passing a personal interview. It was therefore stated that terminating the services of the workman with effect from 15-1-1980 for not passing a written test was in breach of the contract. It was therefore, prayed that the action of the Bank in terminating the services of the workman be declared as illegal and wrongful and that he be reinstated in his substantive post at Dhamangaon Badhe Branch with continuity of service and seniority and back wages.

4. The employer—State Bank of India—resisted the demand of the Organisation by its written statement dated 4-9-1981.

It was denied that the workman was appointed in a permanent vacancy. The Bank pleaded as follows. The number of temporary employees working in the Bank was found to be very large and even the number of those who had completed one year's continuous service while working in superannuity capacity was also so large that it was not feasible to absorb all of them in the permanent vacancies immediately. Considering this and other factors it was decided that before such employees could be considered for permanent absorption in the Bank, it was necessary to test their suitability according to the Bank's criteria and a recruitment test/personal interview was thought to be the feasible mode of judging the suitability of such employees to be considered for permanent absorption. Even though "personal interview" was given out in the letters of appointment as the mode of judging the workman's suitability for permanent absorption that by itself would not lead to the conclusion that in the case of this workman it was the only mode. The employers were not bound to test his suitability only by personal interview and not by the written test. The personal interviews held in the year 1978 were of the employees who first qualified themselves in the recruitment test. The workman not having qualified there was no occasion for calling him for personal interview. The workman did appear for two tests in 1978. He, however, did not succeed in the said recruitment test. It was, therefore, decided that the services of the present workman along with three other workmen who had not passed the written test were to be terminated after giving them retrenchment compensation. Even hereafter the present workman along with some others was advised to appear for another test which was held at Bombay on 22-7-1979. The present workman appeared for the test, but did not pass the test. The management therefore served the workman with a notice dated 1-1-1980 terminating his employment, in view of his failure to qualify himself in the written test. As the case of the workman was being sponsored by a Union which was not recognised under the Code of Discipline adopted by the management, the Conciliation Officer was informed that the management would not appear before him in the proceedings which have been sponsored by the Union not recognised by the Bank. The management informed the Conciliation Officer that it was prepared to participate in the proceedings if a separate hearing was given to them. It was not denied that the terms and conditions of the employees are governed by the Sastry and Desai Awards. It was, however, stated that it was open to an employer to change the mode of recruitment from the mode of selection according to exigencies. It was stated that even though it was mentioned in the appointment order of the workman that his absorption was to depend upon his passing in the personal interview it was not obligatory on the management to stick to that mode of selection alone. It was, therefore, prayed that there was no substance in the dispute raised on behalf of the present workman and the reference be answered by an award negativing the claim of the workman.

5. The cause of this workman was espoused by the Organisation. The statement of claim to which reference has been made above was filed by the Organisation on 14-8-1981. The workman, Deo, however, informed this Tribunal by his letter dated 4-9-1981 that he had already disaffiliated himself from the Organisation and that he had authorised the State Bank of India and Subsidiary Banks Employees' Union (hereinafter referred to as the "Union") to appear on his behalf before this Tribunal. He had further prayed that the statement of claim, if any, filed by the Organisation may be treated as cancelled and the statement that would be filed by the Union may be accepted. The said Union also filed an application with the same prayer on 20-10-1981. For the reason given by me in my order dated 10-8-1982 I rejected both these applications. I pointed out in that order that the workman was not a party to this reference, that the Organisation was a party to the reference; that the Organisation had espoused the cause of the workman and that no exceptional circumstances were shown to me as to why the representation of the Organisation should be cancelled. In my order I made a reference to the decision of the Supreme Court in the case of *Ram Prasad Vishwakarma v. Chairman, Industrial Tribunal, Patna* (AIR 1961 No. 18 p. 857). I had however, directed in my said order that the workman will be allowed to produce his documents if any or make his own submission in addition to the submission that would be made on behalf of the Organisation. I had also permitted the workman to

file a written statement, if any in addition to the written statement filed by the Organisation. The workman did not file any written statement.

6. The workman was examined on the hearing of the case. No any other oral evidence was adduced on behalf of the parties viz., the Bank and the Organisation. The parties adduced documentary evidence.

7. Now, it is the contention of the Organisation that the workman, Deo was appointed by the Bank by its order dated 14-2-1978 which order was issued by the Branch Manager, Dhamangaon Badhe Branch, temporarily for six months in a permanent vacancy with an assurance of not giving any break and to be absorbed permanently after appearing for personal interview which was to be conducted shortly. Now, that appointment letter is at exhibit O-2. The text of the letter is as follows :—

“With reference to your application, we have decided to appoint you as a Cashier-cum-Clerk in temporary supernumerary capacity initially for the period of six months from today.

Although, we do not propose to give break in your temporary service, your permanent absorption in the bank will depend upon the outcome of the Personal Interview which will be conducted shortly.”

The Bank denied in its written statement that the workman was employed in a permanent vacancy. It is the case of the Bank that the workman was appointed purely in a temporary supernumerary capacity. This is borne out by the letter of appointment. The contention of the Bank further is that the number of temporary employees working in the Bank was very large and it was not possible to absorb all of them in the permanent vacancies immediately. The Bank, therefore, decided that before such employees could be considered for permanent absorption in the Bank it was necessary to test their suitability according to the Bank's criteria and a recruitment test/personal interview was thought to be the feasible mode of judging the suitability of such employees to be considered for permanent absorption. It was further submitted that even though personal interview was given out as the mode of judging the workman's suitability for permanent absorption, that by itself would not lead to the conclusion that in the case of this workman it was the only mode. According to the Bank, it is not bound to test the suitability of the employees only by the personal interview. With regard to the contentions of the Organisation that the workman was not called for personal interviews held on 4-4-1978, 29-12-1978 and 30-12-1978 the Bank pleaded that the personal interview held on these dates were of the employees who had first qualified themselves in the recruitment test. It was pointed out on behalf of the Bank that this workman was called for recruitment test in April 1978 and again in December 1978. He appeared for those tests, but he did not succeed. It was further pointed out that the workman similarly placed were called to appear for the test and some of them passed the test. According to the Bank, the present workman along with a few others was given a chance to appear for another test held in July, 1979. All these four employees appeared for the test and excepting the present workman rest of them passed. Consequent upon the failure of the workman to qualify himself in the test held in July, 1979, the management served the workman with the notice of termination. The notice of termination is at exhibit O-4. It is dated 1-1-1980. The notice states that as the workman had failed to qualify in the special test for Clerk/Cashier held on 22-7-1979 at Bombay the Bank had decided to terminate his services with effect from 15-1-1980. A cheque in favour of the workman representing the retrenchment compensation equivalent to 15 days average pay for every completed year of services was enclosed.

8. Now, it is clear that the workman was appointed in a temporary supernumerary post initially for a period of six months. It is true that the workman was informed by the Bank's letter dated 14-2-1978 (exhibit O-2) that his permanent absorption in the Bank will depend upon the outcome of the personal interview. The contention of the Organisation is that his suitability should have been decided by personal

interview only. He should not have been called upon to appear for the written test. I think there is no substance in this contention. In order to find out whether the workman was entitled for being absorbed in the permanent vacancy we have to take into consideration the relevant rules and regulations or the terms of settlement, if any, in force at the material time. Mr. Khan, an officer of the Bank who represented the Bank, submitted that the letter of appointment at exhibit O-2 was carelessly drafted; that will, however, according to Mr. Khan would not give right to the workman to say that he need not pass the written test if such a test was prescribed under the rules and regulations in force. I think, there is much substance in this submission.

9. Reliance was placed on behalf of the Organisation upon certain paragraphs in the Sastry Award. In Para 493 on which reliance is placed by the Organisation what is stated is that the Tribunal did not think it necessary to lay down conditions regarding the minimum qualifications for recruitment of the staff by banks as the requirements of different banks are not necessarily uniform. Para 495 of the Sastry Award deals with the cases of probationers. It lays down that the ordinary period of probation should not exceed six months, which period may be extended in suitable cases. The present workman was not appointed as a probationer. The question is what were the rules and regulations and what was the procedure adopted by this Bank for recruitment for the post of Clerks/Cashiers, etc. An extract from the Bank's rules and regulations (Ex. E-8) contained in publication entitled "Hand Book on Staff Matters" detailing procedure regarding recruitment in the Bank's service has been placed on record. Clause 11 of that extract deals with written test. It is in the following terms :—

“Eligible candidates are directed by the Personnel Department to appear at the written test (objective type) in the following subjects :—

- (a) Numerical Ability,
- (b) Abstract Reasoning (Central Intelligence),
- (c) Clerical Aptitude, and
- (d) English Language.”

Clause 12 deals with personal interview. It states that the successful candidates in the written test are interviewed by a Section Committee constituted by Bombay Local Head Office. Clause 13 provides that the Committee, after interviewing all the candidates who appeared at the interview, draws a waiting list of the successful candidates. The successful candidates on the waiting list are posted to Branches as and when suitable vacancies arise. In view of these rules of recruitment no fault in my opinion can be found with the Bank in insisting upon the present workman to appear and pass the written test, especially when the Bank was confronted with a large number of temporary employees.

10. There is, in my view, another angle from which the matter can be looked at. Written test, if it is prescribed by the rules and regulations can in my view be looked upon as a part and parcel of personal interview. I, therefore, find that there is no substance in the contention of the Organisation that the Bank was not justified in insisting upon the passing in the written test. As the workman did not pass the written test, the action of the Bank, in my opinion, in terminating the temporary services of the workman was justified.

11. One more point urged on behalf of the Organisation was that the notice of termination is dated 1-1-1980, and the Bank sought to terminate the services of the workman with effect from 15-1-1980. It is submitted for the Bank that in view of the provisions in Section 25-F of the Industrial Disputes Act, the workman is required to be given one month's notice in writing indicating the reasons for retrenchment. It is pointed out for the Organisation that the notice of termination is of 15 days only. Prima facie this notice could have been found to be invalid for terminating the services of the workman. However, it appears that the Organisation demanded reinstatement and continuance of the workman in the services and raised a dispute before the Asstt. Labour Commissioner (C), Nagpur, who initiated the conciliation proceedings. It is common ground between the parties that the workman was continued in service even after 15-1-1980 as a

result of the direction of the Conciliation Officer and ultimately he was stopped from work from 28-2-1980. It will thus appear that even though the notice of termination dated 1-1-1980 reported to terminate the services of the workman was of 15 days only the workman remained in service for more than one month.

12. The object of giving notice obviously is to mitigate the hardship to the workman and give him sufficient time before he is actually terminated. In this case, the services of the workman came to an end about 1-1/2 months after the notice of termination. I, therefore, do not think that the termination produced a certificate sheet containing the particulars of salary. The compensation paid therefore is adequate.

13. At the time of termination, retrenchment compensation as laid down by the provisions of Section 25-F of the Industrial Disputes Act has been paid to the workman. He was in service for about two years and the retrenchment compensation has been paid on that basis. No dispute was raised in the statement of claim that the compensation paid was inadequate. Even otherwise it has been pointed out by Mr. Khan on behalf of the Bank that the basic pay of the workman at the material time was Rs. 170 and dearness allowance was Rs. 324.36. He stated that the compensation of Rs. 494.36 has been given to the workman. The Bank has produced a certificate sheet containing the particulars of salary and allowances paid to the workman. It is at exhibit E-7. The compensation paid therefore is adequate.

14. In the result, I find that the action of the management of State Bank of India, Region No. 1, Nagpur, in terminating the services of N. D. Deo, Cashier-cum-Clerk with effect from 15-1-1980 is justified. The workman, therefore, is not entitled to any relief.

15. My award accordingly. No order as to costs.

[No. L-12012/23/80-D II (A)]
M. D. KAMBLI, Presiding Officer

S.O. 1345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Hyderabad in the industrial dispute between the employers in relation to the Union Bank of India, Vijayawada and their workmen, which was received by the Central Government on the 1st February, 1983.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

Industrial Dispute No. 7 of 1981

BETWEEN

Workmen of Union Bank of India, Vijayawada,

AND

The Management of Union Bank of India, Vijayawada.

APPEARANCES :

Sri M. V. Madhava Rao, General Secretary, Union Bank Employees' Union, for the Workmen.

Sri I. A. Naidu, Hon. Secretary of A. P. Federation of Chambers of Commerce and Industries, for Management.

AWARD

In exercise of the powers conferred by Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947, the Government of India referred the following industrial dispute existing between the Employers in relation to the Union Bank of India and their Workmen by order No. L-12012(265)/80-D.II(A) dated 24-4-1981 to this Industrial Tribunal for adjudication :

"Whether the action of the Management of Union Bank of India in relation to its Vijayawada Main Branch, Vijayawada, in denying promotion to Miss A. J. Elavia, Head Clerk to a post in Officer Cadre is justified ? If not, to what relief is the workman concerned entitled ?"

2. Espousing the cause of the concerned worker, namely, A. J. Elavia, the Union Bank Employees' Union filed a statement of claim contending as follows : The Management of the Union Bank of India identified 18 vacancies in the officer cadre in Andhra Pradesh for the year 1979. In terms of the promotion policy agreement signed between the Management and All India Union Bank Employees' Federation, 50 per cent of the vacancies are to be filled up by promotion on seniority basis, 25 per cent on the basis of ranking on the panel of employees who come out successful in the test conducted for purpose in 1978 and the balance of 25 per cent by direct recruitment from outside. However, in respect of the vacancies identified for 1979, it was agreed by the Management that 100 per cent would be filled up by promotion; 50 per cent on the basis of seniority and 50 per cent in order of ranking on the said panel of successful candidates. Miss A. J. Elavia's name appeared as No. 8 on the said panel of successful candidates at the time of its publication in December, 1978. But after absorption of the first five candidates against the vacancies for 1978, her position improved to No. 3. She was therefore entitled to promotion from the clerical cadre to officer cadre against the identified vacancies in Andhra Pradesh for 1979. Unfortunately, the Management of the Bank ignored her, while issuing the promotional orders for 1979. Inspite of several representations given by the workmen and their parent Organisation i.e. All India Union Bank Employees' Federation, the Management has failed to offer Miss Elavia the promotion, to which she is legitimately entitled. The Management's action of depriving Miss Elavia for her rightful claim to promotion has not only disappointed her but also caused resentment among the other members of the Union. Further Miss Elavia offered herself as one of the candidates in the test for promotion to Officer cadre against the vacancies to be identified in 1980, conducted in the month of December, 1979. But the Management did not allow her to appear in the test. The panel of successful candidates of the test held in December, 1979 was not announced until the alleged "Bar" imposed on her was lifted. Thus it is clear that the Management deprived her once a promotion to officer cadre from the panel of successful candidates published in December, 1978 and secondly did not give an opportunity to seek permission to the test held in December, 1979. Hence their claim that Miss Elavia be given promotion to Officer cadre with retrospective effect.

3. To the above claims statement, the Management filed on 12-10-1981 a counter affidavit of its Regional Manager at Hyderabad averting as follows :—Miss A. J. Elavia was empanelled at Serial No. 8 out of the successful candidates in the competitive test and interview held to the post of Officer Grade II. During the currency of the panel, though a vacancy arose for appointment of Officer Grade II in the year 1979, Miss A. J. Elavia could not be appointed as Officer Grade II in the vacancy in view of her earlier refusal to accept higher appointment in the said cadre as special assistant. Her refusal operated as a bar on her in terms of Clause No. 6. 4 of the promotion agreement dated 22-10-1975 entered into between the Management of Union Bank of India and its Workmen represented by the All India Union Bank Employees' Federation. Miss A. J. Elavia was working as Head Clerk. On 29-9-1978 she was offered the post of Special Assistant as per Clause No. 2.3 of the promotion agreement dated 22-10-1975. As per this Clause, Special Assistant would be appointed from among the existing Head Clerk based on seniority as Head Clerk inclusive of weightage for educational qualifications obtained after appointment as Head Clerk. The post of Special Assistant carries a Special Allowance of Rs. 91.00. Hence the post of Special Assistant is a higher post as defined in Clause 1(a) of promotion agreement. As Miss A. J. Elavia had refused to accept the offer of special Assistant offered to her on 20-9-1978, she was barred for higher appointment/promotion for a period of two years as per Clause 6.4 of the promotion agreement by the Management by its letter dated 22-11-1978. Hence even though she was empanelled in the year 1978 to be eligible for appointment as

Officer Grade II and even though during the currency of the panel her turn for appointment had come up for consideration, she could not be appointed to the cadre of officer Grade II in view of Clause No. 6.4 of the promotion agreement read with the above debarring letter dated 22-11-1978. Hence the Management was right in refusing to appoint Miss A. J. Elavia as Officer Grade II when her turn had come up for appointment in the year 1979. No doubt Miss A. J. Elavia offered herself as one of the candidates in the competitive test for promotion to Officer Grade II cadre for the vacancies to be identified in 1980. The Management did not permit her to sit for that test in view of the fact that by December, 1979 the above said bar against her continued to be in force upto 19-9-1980. Further, as per Clause No. 4.1 of the promotion agreement, it is one of the preconditions for promotion, beside good service record and educational qualifications etc., that an employee should have qualities of initiative and willingness to accept higher responsibilities, etc., for consideration to promotion, along with seniority. Acceptance of higher responsibilities is one of the criterion for consideration to the promotion. As Miss A. J. Elavia refused to accept the higher post of Special Assistant offered to her, she was rightly not allowed to sit for the examination conducted in December, 1979 and to the subsequent interview held in July, 1980 as per the above said Clause 4.1. Miss A. J. Elavia is not entitled to promotion as Officer Grade II with retrospective effect. Hence the claim of the Union is liable to be rejected with costs.

4. After change of Advocates of the Management, an additional counter was filed by the Management on 15-2-1982. This additional counter is a detailed repetition of the earlier averments of the original counter, without any tenable additional grounds.

5. During the course of the enquiry, seven documents were marked by consent by both the parties as Exs. M1 to M7. Ex. M1 is a copy of agreement dated 22-10-1975 entered into between the Management of the Union Bank of India and its workmen represented by All India Union Bank Employees' Federation on the question of promotion and other matters. Ex. M2 dated 15-7-1978 is a Memorandum issued by the Management of the Bank offering the higher appointment of Special Assistant to Miss A. J. Elavia. Ex. M3 dated 20-9-1978 is the letter of Miss A. J. Elavia to the Branch Manager of the Bank expressing her unwillingness to accept the above offer. Ex. M4 dated 22-11-1978 is a copy of the letter of the Superintendent, Department of Personnel of the Bank imposing a bar against Miss A. J. Elavia for a period of two years from 20-9-1978 from being considered for higher appointment/promotion. Ex. M5 dated 24-2-1981 is Memorandum issued by the Bank offering for the second time the post of Special Assistant to Miss A. J. Elavia. Ex. M6 dated 16-7-1981 is the letter of Miss A. J. Elavia to the Management of the Bank expressing her refusal to accept the above second offer. Ex. M7 dated 30-7-1981 is a letter of the Superintendent, Department of Personnel of the Bank imposing the second bar of two years from 16-7-1981 against Miss A. J. Elavia from being considered for higher appointment/promotion.

5.A. Besides marking the above documents by consent, the Workmen examined Miss A. J. Elavia as W.W.I. whereas the Management examined its present Assistant Superintendent (Personnel) Union Bank of India, Zonal Office, Bangalore, as M.W.I. According to the evidence of W.W.I in her chief-examination, she is working as Head Clerk in Union Bank of India at Vijayawada since 1978. She offered herself as a candidate in the Officers test held in 1978. Her name was 8th in the list of successful candidates. After the result of the above test, she was offered the higher post of Special Assistant twice. But she was not offered the promotional post of Officer. She also offered herself for the test of Officers held in the year 1979. She was not intimated the date of the examination after she sent her application for the above test. So she presumed that they did not accept her as a candidate for the above test. Regarding offers for the post of Special Assistant she refused both the offers. One of the offers was after the panel of successful candidates for the post of officers held in 1978 was notified. The second offer was before the publication of the panel in between the written test and the earlier interview.

6. On her above chief examination, the following answers are elicited in her cross examination. The original appointment of W.W.I in the Bank was as Typist-cum-clerk in the year 1970. Ex. M2 is a Memorandum, under which the Management gave her the first offer of Special Assistant. She rejected the above promotion as per her letter marked as Ex. M3. Ex. M5 is a Memorandum, under which the Management offered her the promotional post of Special Assistant for the second time. Ex. M6 is her letter by which she declined the second offer. Ex. M4 is a copy of the letter of the Management, by which W.W.I was informed that she was barred for consideration for higher appointment or promotion for a period of two years on Accounts of her refusal to accept the first offer. Ex. M7 is another letter from the Management informing W.W.I that she would be barred from being considered for higher appointment or promotion for a period of two years on account of her declining the second offer of the post of Special Assistant. W.W.I did not make any representation to the Management protesting against the bar imposed on her under Exs. M4 and M7. W.W.I does not know whether the above bar was imposed on her as contemplated in Ex. M1 agreement.

7. According to the chief examination of M.W.I, he worked as Personnel Officer in the Regional Office of the Union Bank of India at Hyderabad from February, 1979 to June 1981. From July 1981 till March 1982, he worked as the Assistant Superintendent (Staff) in the Regional Office of the Union Bank of India, Hyderabad. W.W.I was appointed as Typist-Cum-Clerk in the Bank in the year 1970. She worked like that till 1978. She was made Head Clerk in the Bank with effect from 1-9-1978. As W.W.I declined the Ex. M2 offer by her Ex. M3 reply, she was intimated of two years bar for promotion by Ex. M4 communication as per Clause 6-4 of Ex. M1 agreement. After the two year bar period was over, they gave W.W.I the second offer as per Ex. M5, which was also refused by her as per Ex. M6. Hence Ex. M7 bar was imposed on her for a period of two years. W.W.I was one of the candidates for the officers test held by the Bank in the year 1978. As per the list of successful candidates published in the year 1979, her rank was No. 8. The written examination for the above test was in the month of September, 1978 and the oral interview was in December, 1978. Though W.W.I was the successful candidate with rank No. 8, they did not give her the promotional post of officer in view of Ex. M4 bar. As the application of W.W.I for writing the 1979 officers test was during the bar period covered by Ex. M4, they did not allow her to appear for the officers test held in the year 1979. So no call letter was issued to W.W.I asking her to appear for the test. Consequently, she made a representation to the Bank to permit her to appear for the test. The Bank intimated her that she cannot be permitted in view of the Ex. M4 bar. The Bank published the list of candidates successful in the officers test held in the year 1979. Ex. M1 is an agreement entered into between the Management of the Union Bank and its Employees' Union regarding the question of promotion and other matters. Ex. M1 agreement is still in force.

8. On his above evidence in chief-examination, M.W.I stated in his cross examination as follows:—W.W.I continues to work in Vijayawada Bank. The offer of a post of Head Clerk was made to her in Vijayawada Branch. Ex. M2 offer to W.W.I as Special Assistant was at Warangal. The reason given by W.W.I for declining the first offer was unavoidable family encumbrances at that time.

9. Workman concerned in this case namely, Miss A. J. Elavia has joined as Typist-cum-Clerk in the Union Bank of India in the year 1970. She was promoted to the post of Head Clerk in the Bank with effect from 1-9-1978. Ex. M1 is the promotion agreement dated 22-10-1975 entered into between the Union Bank of India and its Workmen represented by the All India Union Bank Employees' Federation. The Management issued Ex. M2 Memorandum dated 15-7-1978 offering the higher post of Special Assistant to Miss A. J. Elavia at Warangal. That post was carrying at that time a Special Allowance of Rs. 91.00 per month. The above post was actually offered to Miss A. J. Elavia on 12-9-1979, when she was working as Head Clerk in the Vijayawada Branch of the Bank. By Ex. M3 letter dated 20-9-1978. Miss A. J. Elavia informed the Management

regretting that due to unavoidable family encumbrances at that time she was unable to accept that offer. Consequently, the Management by Ex. M4 letter dated 22-11-1978 informed Miss A. J. Elavia that she will be barred from being considered for higher appointment/promotion for a period of two years from the date of her refusal i.e. 20-9-1978. In that letter Miss A. J. Elavia was further informed that she will also not be eligible to work in higher post in the same cadre on temporary assignment or to officiate in higher cadre during the period of the bar. In the above state of affairs, the Management of the Bank identified 18 vacancies in the cadre of Officers Grade II in Andhra Pradesh for the year 1979. To select suitable officers to fill up the said posts, a written test in September, 1978 followed by an oral interview in December, 1978 was conducted for the eligible bank employees. As per the result of the above selection published by the Management in December, 1978, the name of Miss A. J. Elavia appeared as No. 8 on the panel of successful candidates. The first 5 of the successful candidates were absorbed in the Bank in the year 1978 itself. After such absorption the position of Miss A. J. Elavia improved to No. 3. Though there were sufficient vacancies to appoint Miss A. J. Elavia to the post of Officer grade II in the Bank in the year 1979, she was not given the Officer's post on the ground that the bar under Ex. M4 was in force at that time. Subsequently, the Bank identified some more vacancies for the year 1980. To select suitable candidates for the year 1980 vacancies, the Management conducted a written test in December, 1979 followed by an oral interview in July, 1980. Miss A. J. Elavia offered herself as one of the candidates in the above test. She was not permitted to appear for that test on the same ground that Ex. M4 bar was in force. The result of that test was published somewhere in October, 1980, undisputedly after the expiry of Ex. M4 bar on 19-9-1978. Thereafter Miss A. J. Elavia was again offered the post of Special Assistant at Visakhapatnam by the Management as per Ex. M5 Memorandum dated 24-2-1981, at which time the post carried a special allowance of Rs. 283.00 per month. By Ex. M6 dated 16-7-1981, Miss A. J. Elavia informed the Management refusing to accept the offer on the ground that she was not in a position to undertake a transfer to Visakhapatnam at that moment. Consequently, the Management imposed the second bar against A. J. Elavia debarring her for consideration for higher appointment/promotion for a further period of two years from 16-7-1981, as per letter marked as Ex. M7 dated 30-7-1981. Long before the imposition of the second bar, the Government of India referred this industrial dispute for adjudication on 24-4-1981. The above are the undisputed facts in this case.

10. As can be seen from the above dates, the agitation leading to the present industrial dispute must have started sometime earlier to the reference dated 24-4-1981. It can safely be presumed that the Management gave the second offer of the post of a Special Assistant to Miss A. J. Elavia under Ex. M5 dated 24-2-1981 after the starting of the agitation by the workmen, as the dispute must have been pending for sometime in the stages of negotiation, conciliation and decision taking by the Central Government preceding the reference. So it would appear that the second offer was made to thwart the promotion to Miss A. J. Elavia by resorting to the second bar, when the workmen were actually agitating for her promotion and when there was no question of Miss A. J. Elavia accepting the second offer at that time. This sort of conduct on the part of the Management must be held to be malafide and amounting to harassment and victimisation of the workmen. However Ex. M5 to M7 are irrelevant for the purpose of decision in this case, since the second bar under Ex. M7 was imposed against Miss A. J. Elavia long after the reference in this case.

11. The learned representative for the Management took a preliminary objection that the present reference is not valid, since the concerned workwoman did not pursue her remedy of appeal provided by the Ex. M1 agreement. Obviously, the learned representative is referring to the "Preliminary" portion of Ex. M1 agreement which reads as follows :—

"Appointment to a post carrying higher status in the same cadre, can not be automatic on the basis of seniority of service. Other factors like educational qualifications, good service record, integrity etc. cannot be ignored. Seniority of a person will not

be superceded without good and cogent reasons and decision of the Management should be borne out by the service record of the employees. Such decision and the reasons thereof will be communicated to the employee concerned in writing. The aggrieved employee will have a right to appeal to the Chief Executive which will be disposed of within 60 days of the receipt of the appeal."

12. The above portion of the Agreement provides a right of appeal to the workman when the seniority of the workman is overlooked in a case of appointment to a post carrying higher status in the same cadre. In the present case, it is not the case of either party that the seniority of Miss A. J. Elavia is overlooked. On the other hand, the Management itself was offering repeatedly the higher post of Special Assistant in the same cadre to Miss A. J. Elavia. So there is absolutely no need for Miss A. J. Elavia to prefer any appeal contemplated in the above quoted "Preliminary" portion. As such the contention of the Management on this aspect is untenable and misconceived.

13. Before proceeding with further discussion, let us see the relevant provisions of Ex. M1 Agreement, Clause 1.1(a) reads as follows :—

"Term 'HIGHER POST' will mean specified assignment or appointment in the same cadre which entitles a workman to receive a Special Allowance under the Awards/Settlements governing Bank workmen, namely Head Clerk or Special Assistants or Assistant Head Cashier or Head Cashier in the clerical cadre and Head Peon of Daftary or Bill Collector or Cash Peon in the Subordinate Cadre."

Clause 1.1(c) reads as follows :—

"Term 'PROMOTION' will mean promotion from one cadre to next higher cadre i.e. from the Subordinate cadre to Clerical Cadre or from the Clerical Cadre to the lowest grade in Officer Cadre".

Clause 2.3(a) reads as follows :—

"Special Assistants will be appointed from among the existing Head Clerks, based on seniority as Head Clerks inclusive of weightage for qualifications obtained after appointment as Head Clerks."

The relevant portion of Clause 6.4 reads as follows :—

"If an employee refuses to accept a higher appointment in the same cadre or a promotion to the higher cadre offered strictly in terms of these Rules, at the station where he is working, he shall forfeit his claim for such higher appointment/promotion for a period of three years from the date of such refusal. Refusal to accept a higher appointment/promotion at any other station in the same state will bar him for such higher appointment/promotion for a period of two years. Such employees will not be eligible even to work in higher posts in the same cadre on temporary assignment or to officiate in a higher cadre during the period of bar. For this purpose the offer of appointment to a higher post/promotion to a higher cadre should be in writing to the employee concerned and the refusal thereon should also be in writing."

14. So, as can be seen from the above provisions, higher post like Special Assistant is only a post with higher status in the same cadre with some special allowance. On the other hand, promotion is from a post in one cadre to another post in the next higher cadre. As such the higher post is undisputedly different from promotion. On the above undisputed basis, the learned representative for the Management wants me to interpret the above quoted portion of Clause 6.4 to the effect that once Miss A. J. Elavia refused to accept the post of a higher appointment she must be held to be debarred for both the post of higher appointment and the post of promotion. As against the said contention, the learned representative for the workmen contends that the reasonable interpretation is that when the workman refuses to accept the offer of higher appointment, the workman shall be debarred from the higher appointment only and not from both the higher appointment and promotion. As such the decision in this case revolves round on the correct interpretation of the above portion of Clause 6.4.

15. The relevant portion of the above quoted portion of Clause 6.4 reads as follows :—“if an employee refuses to accept a higher appointment in the same cadre or a promotion to the higher cadre offered., he shall forfeit his claim for such higher appointment/promotion.....” As can be seen from the former portion, the word “Or” is used between a higher appointment in the same cadre and a promotion to the higher cadre, whereas the mark “/” is used in between the words “Higher appointment and promotion” occurring in the latter portion. When such language is used, the correct interpretation should be that the employee, who refuses to accept the higher appointment shall forfeit his claim for such higher appointment, whereas an employee, who refuses to accept promotion, shall forfeit his claim for such promotion. In other words, the interpretation should be that if an employee refuses to accept a higher appointment in the same cadre or a promotion to a higher cadre, he shall forfeit his claim for such higher appointment and promotion respectively. If the intention of the parties is, otherwise, they have to insert the word “And” in between the words “Higher appointment and promotion” instead of the mark “/” used at present in the latter portion. They could have also said that when once an employee refused to accept either higher appointment in the same cadre or a promotion to a higher cadre, the employee shall forfeit his claim for both the higher appointment and promotion. Therefore, the intention of the parties is very clear. As per that clear intention, the employee, who refuses to accept the higher appointment in the same cadre, shall forfeit his claim for such higher appointment only and the employee, who refuses to accept promotion, shall forfeit his claim to promotion only. On such interpretation, I have to hold that the action of the Management in depriving the post of Officer Grade II to Miss A. J. Elavia, based on the alleged Ex. M4 bar, is incorrect and unjustified.

16. The learned representative for the workmen submits that this is a case of double punishment for the workwoman. It is stated that the eligibility of an employee to appear for the test of officers conducted in any year is taken as on 1st April of that year. When Miss A. J. Elavia appeared for the Officers’ test in the year 1978, there was no bar on her on 1-4-1978. When the bar was imposed on 22-11-1978, w.e.f. 20-9-1978, the bar was there against her in December 1978, when the result of the test was published. Since the eligibility for the next test held in the year 1979 was to be considered as on 1-4-1979, there was the bar against her. However, when the result of the second test was announced sometime in October, 1980, there was no bar against her at that time, as Ex. M4 bar period was over by 19-9-1980. Thus, the learned representative of the workmen contends that Miss A. J. Elavia was deprived of her promotional job, when she was undisputedly eligible to appear for the test as on 1-4-1978 and she was deprived of the opportunity to appear for the test in the year 1979 when there was no bar against her at the time of the publication of the result of 1979 year test in October, 1980. The above contention is clearly well-founded. The workwoman cannot be deprived of both the chances. The effect of the bar must be in force—either at the time of the eligibility for the test or at the time of the publication of the result of the test. So this conduct of the Management also must be held to be vindictive and unfair labour practice.

17. I accept the learned representative for the Management contended that as per Clause 4.1 of the promotion agreement it is one of the preconditions for promotion besides good service record and educational qualifications etc., that an employee should have qualities of initiative and willingness to accept higher responsibilities etc., for consideration to promotion, along with seniority. The above requirements are certainly necessary for promotion to officers cadre regarding the candidates who were being promoted as per the seniority in the 50 per cent quota. But the present promotion of Miss A. J. Elavia is not a promotion according to seniority. This is a promotion of the candidates selected in the test and interview conducted by the Bank within the meaning of Clause 4.2(b) of Ex. M1 agreement. As such for promotion within the meaning of clause 4.2(b) the above requirements are not necessary. Further, even otherwise it is not the case of the Management that Miss A. J. Elavia was deprived of her post on account of want of the above requisites. It is the positive case of the Management that the promotional job was not given to Miss A. J. Elavia on account of

Ex. M4 bar. As such, the action of the management of the Bank in denying promotion to Miss A. J. Elavia is quite unjustified.

18. Coming to the relief, based on the selection for the panel of Officers Grade II in the examination held in 1978, Miss A. J. Elavia was placed in 8th rank. As observed above, the first 5 persons of that successful panel were stated to have been absorbed in the year 1978 itself. So her position improved to No. 3 against the vacancies arising in the year 1979. As such, she must have been posted in the third vacancy of officer’s post arising in Andhra Pradesh in the year 1979. Therefore, she must be given her promotion with retrospective effect from the date of the fall of the third vacancy. Since she was deprived of her promotion all these years, she is entitled to her seniority with all concomitant full wages of Officers Grade II. Therefore, the Management has to promote Miss A. J. Elavia with immediate effect maintaining her seniority and paying her the difference of pay and all other allowances and benefits ever since the date of the third vacancy in the year 1979.

19. In the result, an award is passed declaring that the action of the Management of the Union Bank of India in relations to its Vijayawada Main Branch, Vijayawada in denying promotion to Miss A. J. Elavia, Head Clerk to a post in Officers cadre is unjustified, and directing the Management of the Bank to promote her with immediate effect maintaining her seniority retrospectively with effect from the date of the third vacancy in the year 1979 and to pay her all the difference of pay and other allowances and benefits from the above date of third vacancy in the year 1979. The reference is answered accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this, the 3rd day of December, 1982.

Sd/- (Illegible)

INDUSTRIAL TRIBUNAL

Appendix of Evidence.

Witnesses Examined

For Workmen :

W. W. 1 A. J. Elavia

Witnesses Examined

For Management :

M.W.1 K. Raj Mohan

Documents Exhibited for Workmen : —NIL

NIL.

Documents Exhibited for Management :—

Ex. M1/22-10-75.—Copy of Agreement entered into between the Management of Union Bank of India and All India Union Bank Employees’ Federation on the question of promotion and other matters.

Ex. M2/15-7-78.—Memorandum regarding the first offer of Special Assistant to A. J. Elavia by the Management

Ex. M3/20-9-78.—Letter addressed by A. J. Elavia to the Branch Manager, Union Bank of India, Vijayawada rejecting the offer of the post of Special Assistant.

Ex. M4/22-11-78.—Copy of the letter addressed by Superintendent, Department of Personnel, South Zone II, Bombay to A. J. Elavia, regarding the bar for higher promotion for a period of two years.

Ex. M5/24-2-81.—Memorandum addressed by the Superintendent, Union Bank of India to A. J. Elavia regarding the second offer of the post of Special Assistant.

Ex. M6/16-7-81.—Letter addressed by A. J. Elavia to the Superintendent, Department of Personnel, South Zone II, Union Bank of India, Bombay rejecting second offer of the post of Special Assistant at Visakhapatnam.

Ex. M7/30-7-81.—Letter addressed by the Superintendent, Union Bank of India, Department of Personnel, South Zone II, Bombay to A. J. Elavia

regarding the 2nd bat for higher appointment or promotion.

S. V. RAMANA RFDDY, Presiding Officer
[No. I-20012/265/80-D. II(A)]
N. K. VERMA, Desk Officer

New Delhi, the 8th February, 1983

S.O. 1346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad and their workmen, which was received by the Central Government on the 28th January, 1983.

BEFORE THE CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
Reference No. 10 of 1982

In the matter of an industrial dispute under S.10(1)(d) of the I.D. Act., 1947

PARTIES :

Employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, P.O. Nawagarh, Distt : Dhanbad.

AND

Their Workmen

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 24th January, 1983

AWARD

This is a reference under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(304)/81-D.III(A) dated the 29th January, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad in superannuating Shri Mathura Dusadh, Night Guard from October, 1981 without determination of his age is justified ? If not, to what relief is the workman concerned entitled ?"

The concerned workman Shri Mathura Dusadh has contended in the written Statement that he was originally appointed as permanent Night Guard in the year 1947. The erstwhile management of the Colliery in an arbitrary manner removed him from service. When he approached the management he was allowed to resume his duties from 13-10-71. The Benedih Colliery was taken over by the Government on 17-10-71 and nationalised w.e.f. 1-5-72. The case of the concerned workman is that his date of birth was not mentioned in the Form B Register maintained by the Colliery after nationalisation. Further more although he was a member of the Coal Mines Provident Fund Organisation, the B.C.C.I. did not deduct the provident fund from his salary. The workman gave out his date of birth as 24-3-1929. According to his date of birth he attained the age of 60 years on 24-3-89 but he was superannuated w.e.f. October, 1981. According to the workman the action of the management in superannuating him w.e.f. October, 1981 was illegal, arbitrary and unjustified and against the principle of natural justice. The concerned workman immediately protested against his illegal and arbitrary superannuation but without any effect.

He also requested the management to get his age determined by a Medical Board as per policy decision of the BCCL, but the management refused to do the same. The Union of the concerned workman therefore raised an industrial dispute which resulted into this reference.

The case of the management of BCCL is that Shri Mathura Dusadh, Night Guard, was retired from October, 1981 on completion of 60 years of age on the basis of age declared by him and entered in the Colliery records. It was denied that his date of birth was 24-3-29 as contended on behalf of the workman. The management alleged that before take over of the Colliery the concerned workman had withdrawn his provident fund fully which could be only possible if he had attained the age of 50 years. Accordingly since he was re-employed before take over 50 years was the age mentioned in the Form B Register and on the basis of the same he attained the age of 60 years in October, 1981. It is admitted that before retirement the union of the concerned workman represented before the management that the age of the concerned workman should be determined by a Medical Board constituted by the management. Since there was no provision to do so, and from the records his age was capable of determination, the prayer of the workman to get his age determined by a Medical Board was rejected.

In this reference the scope is very limited in the sense that we have only to answer as to whether the action of the management to retire Shri Mathura Dusadh from October, 1981 without determination his age is justified. Now let us see what materials we have got before us.

In this case both parties have adduced oral and documentary evidence. The concerned workman Shri Mathura Dusadh is Ext. W-2. His evidence is that he was employed in Benedih Colliery as Night Guard appointed by the erstwhile employer. The erstwhile employer terminated his services and after his representation he was reinstated. According to him his age was not recorded by the erstwhile employer in Form B Register and after Nationalisation BCCL also did not record his age in Form B Register. He has further said that Form A submitted by the erstwhile employer before the C.M.P.F. Organisation did not contain his date of birth. Further more the witness said that he was issued one Identity card by M/s. B.C.C.I., and he lost that Identity card. After that he represented before the management and the Personnel Officer issued a copy of the Identity card which is Ext. W-2. In his evidence he has said that his date of birth is during winter season of 1930.

Another witness examined on behalf of the concerned workman is Shri Durga Prasad Mandal (WW-1) who is a Medical Officer of State Dispensary, Baghmara. He examined Mathura Dusadh, the concerned workman, on 31-8-82. In his opinion he assessed his age to be 51 years. He issued a certificate Ext. W-1. In his cross-examination he has said that he did not record the details of the examination done by him in assessing his age. He admitted that no X-ray was taken in order to ascertain the condition of bone. He has said that he assessed the age on the appearance of the concerned workman. He also admits that his case was not referred to him by any authority.

The concerned workman was appointed as Night Guard in Benedih Colliery in 1947. As his services had been terminated as far back as 13-8-1962 he was reinstated on 13-10-71. Before that he had withdrawn full amount lying in deposit with the C.M.P.F. Commissioner. The Bharat Coking Colliery Ltd. which succeeded the erstwhile employer as owner of Benedih Colliery entered his age in Form B Register to be 50 years. The take over had taken place in 17-10-71 and the nationalisation took place on 1-5-1972. Moreover B.C.C.I. circular dated 26-7-77 marked Ext. W-3 is also admitted by the management. These are all admitted facts.

The management produced only one witness MW-1 Shri P. N. Choudhury. He is senior Personnel Officer of Benedih Colliery and knows the concerned workman. He has proved Form B Register which has been marked as Ext. M-3. Entry concerning Shri Mathura Dusadh is Ext. M-3/1. Ext. M-2 is the application under the signature of Shri Mathura Dusadh. Ext. M-1 is the another representation of Shri Mathura Dusadh.

Ext. M-4 is a forwarding letter signed by Shri P. K. Roy, Welfare Officer under whom in the application or Shri Mathura Dusadh bearing his L.T.I. signature were sent to the Coal Mines Provident Fund Office. This application is Ext. M-5. The letter of Shri O. Mukherjee, Secretary, Bihar Colliery Kamgar Union is Ext. M-6.

The main document on which the management relies is Ext. M-5, this is an application for refund of the provident fund amount of the concerned workman. This document shows that the concerned workman worked from 12-5-47 to 15-8-62. It bears the L.T.I. of Mathura Dusadh. The date of birth is under Column 5 on the reverse of this document. No date of birth is mentioned but his age at the time of termination of service was recorded as below 50 years. Shri B. Joshi, Advocate appearing on behalf of the management has said that this application was received by the Benediti Colliery on 20-3-71, and his age then was below 50 years. Obviously this became the basis for recording his age in the Form B Register, Ext. W-3 and W3/1 where a is recorded as 50 years. In Form B Register no date of birth is mentioned. It will appear that in the Written Statement of the concerned workman the date of birth is 24-3-1929. In Ext. M-6 which is a letter signed by Shri D. Mukherjee, Secretary Bihar Colliery Kamgar Union the date of birth of the concerned workman is stated to be 24-3-1936. The concerned workman WW-2 in his evidence has said that his date of birth is during winter season of 1930. So there are three conflicting dates of birth of the concerned workman. In this case it simply goes to show that the concerned workman is not putting forth a consistent case obviously because the concerned workman does not know that exactly is the date of his birth. Now I have said that the Form B Register mentions the age of the concerned workman to be 50 years. It is a record prepared by B.C.C.L. after nationalisation. No date of birth has been mentioned in Ext. M-3/1 and we do not clearly and exactly know when the entry M-3 was written. We however, find on the top page of this Register age mentioned "as on 17-10-71" in red ink. Now this 17-10-71 is the date of take over. Apparently this is a rough estimate and it cannot be equivalent to record of the date of birth for the purpose of superannuation. Shri Joshi for the management has said that at the time of making application for refund of Provident Fund amount the age of the concerned workman was below 50 years and so calculating from that time the concerned workman was due to retire in October, 1971 on completion of 60 years. On behalf of the workman it has been contended that the management should have produced the Form B Register prepared during the time of erstwhile employer. The fact that he was below 50 years of age at the time of making application could be any year below 50 years and it could not be said that he was approaching 50 years. Shri Joshi's contention is that under the C.M.P.F. Scheme the refund of Provident Fund amount could not be done to a workman unless he had attained the age of 50 years, and so the estimate made by the B.C.C.L. that the age of the concerned workman was 50 years at the time of nationalisation could be deemed to be a correct one. There is a good deal of sense in argument but we cannot definitely say as to what was the actual age of the concerned workman at the time of take over. The point for consideration is that before his retirement the workman and his Union had represented before the management that his case should be referred to a Medical Board for determination of his actual age for the purpose of superannuation and this demand of the workmen was rejected by the management. It is admitted in the written Statement of the management also. In this connection a circular, Ext. W-3 has been filed on behalf of the workman. Under this circular if there was discrepancy between Form B Register and the C.M.P.F. Register with regard to age of the concerned workman his case should be referred to the Medical Board. It has been pointed out that in this case the Identity Card did not show his age and therefore, the entry Ext. W-3 should not be relied upon. Moreover, the management should have got Form A from the Provident Fund Office where it was filed by the Colliery at the time when he became a member of C.M.P.F. At any rate in absence of any Provident Fund paper showing the age of the concerned workman and the date of birth not being mentioned in Form B Register, the only desirable course to be adopted by the management was to concede to the request made by the workmen and his union to get him examined

by a Medical Board for correct assessment of his age. This is a position which the workman has taken in line with the requirement of this circular of Ext. W-3. The management has no reasonable explanation to offer against the rejection of the prayer of the workman to get his age assessed by a Medical Board.

Thus having considered all aspects of the case I have to hold that the action of the management of Benediti Colliery of Messrs Bharat Coking Coal Limited, Post Office, Nawagarh, District Dhanbad in superannuating Shri Mathura Dusadh Night Guard from October, 1981 without determination of his age is not justified. Consequently, the case of the workman should be referred to the Medical Board constituted by the management for determination of his age, and if it transpires that the concerned workman was prematurely retired, he should be reinstated to his original job with all back wages and other emoluments together with continuity of service.

This is my Award.

J. P. SINGH, Presiding Officer.

[No. L-20012(304)/81-D III(A)]

New Delhi, the 8th February, 1983

S.O. 1347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Sudamdh Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdh, District Dhanbad and their workmen, which was received by the Central Government on the 1st February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 37 of 1982

In the matter of an Industrial Dispute under Section 10(1)(d) the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Sudamdh Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdh, Distt : Dhanbad.

AND

Their Workmen

APPEARANCES :

On behalf of the employers—Shri O. P. Tak, Dy. Chief Mining Engineer/Project Officer, Shaft Mine, Sudamdh.

On behalf of the workmen—Shri Chandra Shekhar Choubeey Jr. General Secretary, Coalfield Labour Union, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, Dated the 28th January, 1983

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its Order No. J-20012 (410)/81-D.III(A) dated, the 13th April, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :—

SCHEDULE

“Whether the action of the management of Sudamdh Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdh, District Dhanbad in not promoting Shri Ramesh Kumar Singh to a Clerical Grade-II

post from the date when his juniors were promoted is justified ? If not, to what relief is the workman concerned entitled ?"

On receipt of the reference notices were sent to the parties for filing Written Statement. Accordingly parties filed their written statement. Thereafter they submitted their rejoinders. When the parties prayed for time for filing documents this Tribunal granted time and fixed this case on 8-12-82. On 8-12-82 both the parties submit that the case is under process of settlement and ultimately on 27-1-83 the parties filed a settlement in terms of which Sri R. K. Singh, the concerned workman will be placed as Assistant Store Keeper in the pay scale of Rs. 508-23-692-29-808 and he will have notional seniority in that post with effect from 17-9-1980. Since the settlement is beneficial to the parties and in particular to the concerned workman I accept the same and pass the Award accordingly. The settlement will form part of the Award as an Annexure.

J. P. SINGH, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, DHANBAD

In the matter of Reference No. 37/82

PARTIES

Employers in relation to the management of Sudamdh Project of M/s. B.C.C.L. Ltd.

AND

Their Workman

Sri R. K. Singh, Explosive Issuer

MEMORANDUM OF SETTLEMENT

The above mentioned employers and the workman concerned—Sri R. K. Singh most respectfully beg to submit as follows :—

1. That the above mentioned matter refers to an Industrial Dispute relating to Sri R. K. Singh under section 2-A of the Industrial Disputes Act, 1947 which has been notionaly treated as an Industrial Dispute by the Central Government and referred to this Hon'ble Tribunal for adjudication on the following terms :—

"Whether the action of the management of Sudamdh Project of M/s. Bharat Coking Coal Limited, Post Office Sudamdh, District Dhanbad in not promoting Sri Ramesh Kumar Singh to Clerical Grade-II post from the date when his juniors were promoted is justified ? If not, to what relief is the workman concerned entitled ?"

4. That the employers and the Workman concerned—Sri R. K. Singh have mutually discussed and negotiated this matter between themselves and have come to an amicable overall settlement in respect of the same on the following terms.—

- That it has been agreed that Sri R. K. Singh will be placed as Assistant Store Keeper in the pay-scale of Rs. 508-23-692-29-808 and he will have notional seniority in that Post with effect from 17-9-1980
- It has been further agreed that the workman concerned shall not claim for any back wages, whatsoever.
- That it is agreed that this is an over-all agreement relating to all the claims of Sri R. K. Singh arising out of and in connection with the present reference to this Hon'ble Tribunal and also it fully settles all matters and resolves the dispute relating to the demands of Sri R. K. Singh.

(d) That both the parties submit that they consider this overall agreement to be fair and reasonable to both of them.

In view of the above, both the parties pray that the Hon'ble Tribunal may be pleased to give an Award in terms of this joint application and the agreement as incorporated herein above.

O. P. TAK
Dy. Chief Mining Engineer/
Project Officer, Shaft Mine,
Sudamdh.

R. K. SINGH
Workman Concerned.

P. N. SINGH CHANDRA SHUKHAR CHOUBEY
Sr Personnel Officer, Jt. General Secretary,
Sudamdh Area. Coalfield Labour Union
Dhanbad

WITNESS :—

- Devendra Singh.
24-1-83.
- Ashok Kumar.
26-1-83.

J. P. SINGH, Presiding Officer.
[No. L-20012(410)/81-D.III(A)]

New Delhi, the 9th February, 1983

S.O. 1348.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Company Limited Post Office Jamadoba, District Dhanbad, and their workmen, which was received by the Central Government on the 7th February 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 32 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Jamadoba 3 and 4 Pits Colliery of M/s. Tata Iron and Steel Company Limited, P.O. Jamadoba, District Dhanbad.

AND

Their workmen

APPEARANCES :

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal
Dhanbad, the 31st January, 1983

AWARD

This is a reference under S.10 of the I.D. Act, 1947. The Central Government by its order No L-20012(148)/81-D.IIIA dated 1st June, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jamadoba, District

Dhanbad in terminating the services of Shrimati Mangali Mason Kamin with effect from the 25th May, 1979, is justified? If not, to what relief is the workman concerned entitled?"

The concerned workman Smt. Mangli Kamin is a permanent employee of TISCO Colliery with effect from 25-4-1955. The workman's case is that the record of the colliery management originally mentioned the date of birth of the concerned workman as 1929. A few years back the management introduced new service card in which her date of birth was shown to be 25-5-1919. Similarly in the Identity card also the same date of birth has been mentioned. The workman represented against the wrong record of date of birth and she was assured that the necessary correction would be made, but instead of correcting the wrong entry she was superannuated on the basis of the incorrect entry of the date of birth i.e. 25-5-1919 instead of 1929. The concerned workman made a representation before the Divisional Manager (Collieries) Jamadoba vide her petition dated 26-5-79 against illegal superannuation, but the management refused to consider it. The union of the workmen through their letter dated 18-3-80 raised a dispute before the ALC(C), Dhanbad who took up the matter with the parties and held conciliation proceeding. Due to failure of conciliation this reference was made for adjudication as per schedule mentioned above.

The case of the management on the other hand is that the date of birth as recorded in the books of the Colliery is 25-5-1919 on the own declaration of the concerned workman. The Adrema Printing was introduced in the pay roll of the company some time in the year 1959/60 when the year of birth of Shrimati Mangli Kamin was wrongly embossed as 1929 in the service card as well as in the Identity card issued to her. This mistake was detected in the year 1970 and correction was made in Adrema Printing and also in the new Identity card introduced in 1977/78. 25-5-1919 is therefore correct date of birth of the workman as contended on behalf of the management. According to this date of birth Smt. Mangli Kamin was to have been superannuated after completion of 60 years of age on 24-5-1979. As per Company's procedure in respect of retirement employees were allowed to appear before the Medical Board of Tata's Central Hospital to ascertain fitness for extension of one year of service after completion of 60 years of age. Accordingly Smt. Mangli Kamin was referred to Medical Board where she appeared on 23-5-79. The Medical Board examined her and declared that she was unfit for service due to defective vision. As no extension was granted to her she was superannuated from Company's service with effect from 25-5-1979 after completion of 60 years of age. The Rashtriya Mazdoor Sangh took up the case of the concerned workmen on the ground that since the year of her birth has been mentioned as 1929 in the old Identity Card she should not have been superannuated on the basis of her date of birth as 25-5-1919. The matter was however explained to the Union that the mistake crept up due to wrong Adrema printing. However at the request of the recognised union the management agreed as a specific case to refer Smt. Mangli Kamin to the Medical Board again to assess her age as also whether she was fit to work as a Mason Kamin. The Medical Board Examined her on 5-9-79 and assessed the age as 55 years. The Board however did not examine her in respect of fitness to continue in employment. This matter was again referred to the Chief Medical Officer to find out her fitness to resume her duty. The Chief Medical Officer by his letter dated 9-10-79 informed that the Medical Board due to oversight omitted to examine Smt. Mangli Kamin about her fitness to continue in employment, and asked that she may be advised to appear before the Medical Board for the purpose. Smt. Mangli Kamin was accordingly appeared before the Medical Board which examined her again on 24-10-79. In the opinion of the Medical Board she was unfit for original job of a mason kamin due to defective vision and hypertension. The Management's case is that in view of the re-assessed age of the workman as 55 years as on 5-9-79 she could have continued in her employment but as the Medical Board declared her unfit for original job due to defective vision and hypertension, the management had no alternative but to discharge her from Company's service on Medical ground. The Management intimated Smt. Mangli Kamin about her medical discharge

by a letter dated 2nd November, 1979 w.e.f. 25-10-79. The management denied that the service of Smt. Mangli Kamin was terminated w.e.f. 25-5-1979. The management however pointed in the W.S. that Smt. Mangli Kamin did not perform her duty from 25-5-79 till the date of discharge effective from 25-10-79. The stand of the management is that during this period she was not fit to perform her original duty. On the above ground the management sought to justify the termination of services of Smt. Mangli Kamin.

It will appear that the facts are more or less admitted. It is an admitted position that in the original service card and in the original identity card the date of birth was 25-5-1929 and it was changed to 25-5-1919. Similarly according to the management she was discharged from service with effect from 25-10-79 and no payment was made to her between 25-5-79 and 25-10-79 for the reasons that she did not work on ground of unfitness for the job. It will appear that the management has accepted the opinion of the Medical Board that on 5-9-79 her age was 55 years. In this case our purpose is not to answer as to whether the date of birth of the concerned workman is 25-5-1919 or 25-5-1929. Suffice it to say that even according to the management the concerned workman was 55 years of age on 5-9-79. Our purpose in this reference is to determine whether the termination of services of Smt. Mangli Kamin w.e.f. 25-5-79 is justified. Inspite of differences in the date of termination as to whether it was 25-5-79 or 25-10-79, our discussion is not ended because the termination of service is premature. The stand of the management is very clear that the termination of service was caused on the ground of continued ill health and unfitness for the job. Suffice it to say that if such a situation is not established by the management, the necessary inference will be that such termination amounted to retrenchment within the meaning of Section 25F of the Industrial Disputes Act.

We have before us the evidence of Dr. H. S. Kanchan, Eye Specialist of the Tata's Central Hospital, Jamadoba. He was the Chairman of the Medical Board with Dr. A. B. Sinha, and Dr. Y. K. Paliwal, Physician. They examined Smt. Mangli Kamin of Jamadoba Colliery. She was declared unfit for extension of service due to defective vision. The Medical Board's report is Ext. M-1 containing the signature of Dr. Kanchan and other members of the Board. Another Medical Board was constituted for ascertaining the age of Smt. Mangli Kamin. Dr. A. B. Sinha, Surgeon was the Chairman of the Board, and Dr. T.G.N. Sinha, ENT Surgeon, and Dr. B. K. Srivastava physician were members. Her age was ascertained approximately as 55 years. The report is Ext. M-2. She was again examined on 24-10-79 with Dr. Kanchan as Chairman and Dr. A. B. Sinha and Dr. Y. K. Paliwal as members. Smt. Mangli Kamin was not found fit for work due to defective vision. The certificate is Ext. M-3. MW-1 has said that her vision in each eye was 5/16 without glasses with no improvement with glasses to normal limit due to cataract change in both eyes. The Dr. has said that the defective vision occurs in gradual process and at that particular time the cataract was not matured enough for operation to restore her normal eye sight. In his opinion it would take 2/3 years to restore her normal eye sight by operation.

Another witness MW-2 Sri S. K. Biswas is a clerk in the Personnel Department of Tata Colliery since 1967. He maintains service records. He has proved the service card Ext. M-4. He has also proved Ext. M-5 which is an Office copy of letter. Another letter Ext. M-6 is signed by L. H. Parvatiyar, Chief Personnel Manager. Another letter is Ext. M-7. The letter of the CMO Shri G.K. Lath is Ext. M-8. Ext. M-9 is a letter signed by Shri Luthar, Assistant Chief Personnel Manager. Ext. M-10 is a letter signed by Shri A. K. Singh, Agent of the Colliery. The witness has said that between 25-5-79 and 25-10-79 Smt. Mangli Kamin did not work in the colliery. But she was paid for that period and one month wages in lieu of notice.

Smt. Mangli Kamin, MW-1 has been examined. She has given her age as 56 years. She produced a photostat copy of the Identity Card which is Ext. W-1.

The evidence thus led by the parties will show the position taken by the parties in the W.S. The photostat copy of the Identity Card, Ext. W-1 shows that Smt. Mangli Kamin's year of birth as 1929. I have already said that it is an admitted position that the previous service record and the

identity card showed her year of birth as 1929 which the management corrected in 1970 to be 25-5-1919. The question before me is as to whether the termination of services could be justified on the ground of continued ill health. It will appear that Mangli Kamin, according to the management was above to be superannuated on the ground that she was attaining the age of 60 years, and according to the policy of the Company she was referred to the Medical Board for extension of service by one year. This shows that at the time when she was referred to the Medical Board the question was as to whether on account of retaining the age of 60 years she was still fit to work on the basis of Company's policy that one year's extension should be granted to each worker if found medically fit for the same. It is not the case of the management that Mangli Kamin during the course of her service was found to be ill health. It was just a routine matter connected with the extension of service that she was sent to Medical Board. This is a point on which Shri S. Bose representing the workman has seriously argued. The law on the subject is very clear, LLJ. (Vol. II-1960) at page 434 has been referred to by both the parties. In this judgement "continued ill health" has been defined as this expression occurs in Section 2(oo) of the I.D. Act. This provision is an exception to retrenchment, and it has been expressly provided that if the termination of service is on the ground of "Continued ill health" it would not amount to retrenchment within the meaning of Section 25F of the Act. "Continued ill health" has been also explained by their Lordships of Patna High Court in this judgement. I would better quote the same here.

"In my considered judgement, "continued ill health" includes any physical defect or infirmity incapacitating a workman for future work for an indefinite period."

It will appear that so long as the question of extension of service of the workman did not arise, there was no question of any ill health of the workman, not to speak of continued ill health. The evidence in this case is that she was found to have defective vision due to her immature cataract. MW-1 Dr. Kanchan has said that it would take 2/3 years time to mature the cataract. Shri Bose for the workman has pointed out that the workman has appeared in this Court as witness without any spectacles and she is able to see and move about. He has further pointed that he produced the workman to show that she has no physical infirmity or any sign of old age. It is about 3 years that the concerned workman was examined by the Medical Board and even now the cataract in her eyes is not matured. Shri Bose has pointed out that if the question of her superannuation had not arisen the concerned workman could have gone on working because there was no complain about her working. According to him she is a Kamin attached to a Mason and therefore she is not required to work underground. Her job further could not endanger the safety of the mine or any other workers. He has vehemently argued that the management has adopted a callous attitude in terminating her service although there was an valid ground to terminate her service on the basis of continued ill health. It is no doubt true that the concerned workman is not suffering from any physical defect or infirmity incapacitating her for future work for an indefinite period. Moreover, it was only a case of immature cataract with which a large number of serving people suffer and still carry on their livelihood. Even now the concerned workman is not handicapped in her movement due to this immature cataract. I therefore, do not find that the Medical Boards finding is enough to mean that her case was of "Continued ill health". Now this being the position the provision of Section 25F of the I.D. Act is attracted in favour of the workman and it amounts to retrenchment without any valid reason.

Thus having considered all aspects of the case I have to hold that the action of the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Co., Ltd., P.O. Jamadoba District Dhanbad in terminating the services of Shrimati Mangli Mason Kamin with effect from the 25th May, 1979 is not justified. She is, therefore, reinstated to her original job with effect from the date of termination of

her services, and she is further entitled to full back wages and other emoluments.

This is my Award.

J. P. SINGH, Presiding Officer.
[No. L-20012(148)/81-D.III(A)]
A.V.S. SARMA, Desk Officer

नई दिल्ली, 14 फरवरी, 1983

का. आ. 1349.—साल अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री सतीश पुरी को मुख्य साल नियोक्त के अधीन साल नियोक्त के रूप में नियुक्त करती है।

[सं. ए-12025/2/81-एम. 1]

New Delhi, the 14th February, 1983

S.O. 1349.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (32 of 1952), the Central Government hereby appoints Shri Satish Puri as Inspector of Mines subordinate to the Chief Inspector of Mines.

[F. No. 12025/2/81-MI]

नई दिल्ली, 9 फरवरी, 1983

का. आ. 1350.—केन्द्रीय सरकार, मुद्र अधिनियम, 1942 के खंड 4। धारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह नियोग देती है कि उक्त स्कीम के अधीन अस्थायी भर्ते, कुटुम्ब पेंशन भर्ते, बाल भर्ते और निःशक्ति पेंशन की दरों में, तुरन्त और आगे आवेद्य होने तक, नियन्त्रित और अस्थायी कुटुम्बों की जाएंगी, अर्थात् :—

(क) अस्थायी भर्ते की दशा में, जहां अति ऐसी है जिसके लिए राहत उच्चतर मापमान पर दी जा सकती है, 11 रुपए अधिभासिक दर पर और किसी अन्य अति की दशा में, केवल दस रुपए पक्षहतर दर से अधिभासिक दर पर।

(ख) उक्त स्कीम के खंड 1। के उपखंड (1) में उपबंधित निःशक्ति पेंशन की दशा में, निःशक्ति की कुछ प्रतिशक्तियों के लिए नियन्त्रित दरों पर।

जहां निःशक्ति यदि अति ऐसी है जिसके लिए राहत उच्चतर माप जिसके लिए राहत उच्चतर मापमान पर दी जा सकती है भापमान पर दी जा सकती है।

रुपए प्रतिमास	रुपए प्रतिमास
100	10
90	9
80	8
70	7
60	5
50	3

(ग) कुटुम्ब पेंशन की दशा में, प्रत्येक मासमें 15 रुपए प्रति मास की दर पर।

(घ) वाल भत्ते के दशा में, प्रत्येक बालक के लिए 2 रुपए प्रति मास की दर पर जब तक किसी कुटुम्ब पेशन का कुटुम्ब के किसी उन्नर्जी वी पात्र सदस्य को मदाय चालू रहा है और यदि ऐसे कुटुम्ब पेशन का मदाय नहीं किया जा रहा है तो प्रत्येक बालक के लिए 5 रुपए प्रति मास।

उपरोक्त वृद्धिया,—

(i) उक्त स्कीम के खण्ड 32 के उखड़ (2) में अधिकारियों परिसर मास के अधीन होती है।

(2) इन गत के अधीन होती है कि किसी अर्हका क्षमता के बावजूद कुटुम्ब पेशन की रकम वह होती है जिसके लिए गहन उच्चतर मापदण्ड पर दी जा सकती है।

[मा० ए०-19025/1/79-फैक्ट०]
जे० के० जैन, अवर सचिव

New Delhi, the 9th February 1983

S.O. 1350.—In exercise of the powers conferred by clause 44 of the War Injuries Scheme, 1942, the Central Government hereby directs that, with immediate effect and until further orders, the following further temporary increases shall be made in the rates of temporary allowance, family pension allowance, children allowance and disability pension under the said Scheme, namely:—

(a) in the case of temporary allowance where the injury is one for which relief may be given on the higher scale, at the half monthly rate of Rs. 11/- and in the case of any other injury, at the half monthly rate of rupees ten and paise seventy-five only.

(b) in case of disability pension provided for in sub-clause (1) of clause 14 of the said scheme, for certain percentages of disablement, at the rates as under:—

Where the percentage of disablement is.	If the injury is one for which relief may be given on the higher scale.	If the injury is not one for which relief may be given on the higher scale.
	Rs. per mensem	Rs. per mensem
100	10	10
90	9	9
80	8	8
70	7	6.75
60	5	4.75
50	3	2.75

(c) in the case of family pension at the rate of Rs. 15/- per mensem in each case.

(d) in the case of children allowance, at the rate of Rs. 2/- per mensem for each child so long as a family pension continues to be paid to any surviving eligible member of the family and Rs. 5/- per mensem for each child if no family pension is being paid.

The above increases shall be subject to:—

(i) the limitation laid down in sub-clause (2) of clause 32 of the said Scheme;

(ii) the condition that the amount of family pension in respect of a qualifying injury is one for which relief may be given on a higher scale.

[No. S-19025/1/79-Fac.]
J.K. JAIN, Under Secy

नई दिल्ली, 16 फरवरी, 1983

का०आ० 1351—देश्वरीय सचिव, कर्मचारी कुटुम्ब पेशन, 1971 के पैग 28 के अनुसार में, यह निम्न दरों है कि 31 मार्च, 1982 को यथा वद्यमान कुटुम्ब पेशनों में अनुपूरक वृद्धिया ने वे विनियोग दरों पर 1 जून, 1982 से दी जाएगी।

(i) ऐसे पेशन भोगी जो 40रु 25 रुपए प्रति मास तक पेशन ले रहे थे। ये पेशन बढ़कर 60 रुपए प्रति मास हो जाए।

(ii) ऐसे पेशन भोगी जो 40रु 20 रुपए प्रति मास की वृद्धि। प्रति मास में अधिक और 60 रुपए प्रति मास तक पेशन ले रहे थे।

(iii) ऐसे पेशन भोगी जो 60रु 25 रुपए प्रति मास की वृद्धि। प्रति मास में अधिक और 80 रुपए प्रति मास तक पेशन ले रहे थे।

(iv) ऐसे पेशन भोगी जो 80रु 30 रुपए प्रति मास की वृद्धि। प्रति मास से अधिक और 100 रुपए प्रति मास तक पेशन ले रहे थे।

(v) ऐसे पेशन भोगी जो 100रु 35 रुपए प्रति मास की वृद्धि। प्रति मास में अधिक पेशन ले रहे थे।

2. अनुपूरक वृद्धियों की दरे ऐसे कुटुम्ब पेशन से संबंधित होगी जो कर्मचारी कुटुम्ब पेशन, स्कीम, 1971 के पैग 28(i) के नियमों द्वारा पेशन से संबंधित होगी और उसमें उपरोक्त (i) और (ii) के मामते अने बाते पेशन भगियों के निए 10 रु. (केवल दम हरण) की वृद्धि की तरफ उपरोक्त (iii) से (v) के मामते अने बाते पेशन भगियों के निए 15 रु. की और वृद्धि की जाएगी। चिन्तु यह वृद्धि वृद्धि के बाल ऐसी अवधि के द्वारा संभव होगी जिसके निए स्कीम के पैग 28(2) के अधीन पेशन सदैव है।

[फा० सा० ए०-35011/10/81 एक पो जी]
पा० मित्र, 31 मार्च

New Delhi, the 16th February, 1983

S.O. 1351.—In pursuance of paragraph 28A of the Employees' Family Pension Scheme, 1971, the Central Government hereby directs that supplementary additions to the Family Pensions as on 31st March, 1982 shall be granted with effect from the 1st April, 1982 at the rates as specified below:—

(i) Pensioners who were drawing pensions upto Rs. 40/- per month. The increase should be such as to increase the pension to Rs. 60/- per month.

(ii) Pensioners who were drawing pensions above Rs. 40/- per month upto Rs. 60/- per month. An increase of Rs. 20/- per month.

(iii) Pensioners who were drawing pensions above Rs. 60/- per month upto Rs. 80/- per month. An increase of Rs. 25/- per month.

(iv) Pensioners who were drawing pensions above Rs. 80/- per month upto Rs.100/- per month. An increase of Rs.30/-per month.

(v) Pensioners who were drawing pensions above Rs.100/- per month. An increase of Rs.35/-per month.

2. The rates of supplementary additions will be related to the Family Pension as would be payable in terms of paragraph 28(1) of the Employees' Family Pension Scheme, 1971.

3. In case of the pensioners who as on the 31st March, 1982 were drawing pensions under paragraph 28(2) of the said Scheme, the increase will be related to their pension under paragraph 28(1) and shall be further enhanced by a sum of Rs.10/- (Rupees ten only) for the pensioners against (i) and (ii) above and by Rs.15/- for the pensioners against (iii) to (v) above. This enhanced addition will, however, be payable only during the period for which the pensions under paragraph 28(2) of the Scheme is payable.

[File No.S.35011/10/81-FPG]
P. SINHA, Dy. Secy.

New Delhi, the 16th February, 1983

S.O. 1352.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 3rd February, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 20 of 1981

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Mr. D. K. Mukherjee Industrial Relations Officer

On behalf of Workmen.—Mr. K. K. Banerjee, Assistant Secretary, with Mr. Paresh Bose, Asstt. Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The Government of India, Ministry of Labour by their Order No. L-32011/30/80-D.IV(A) dated 13 April, 1981 referred the following dispute for adjudication to this Tribunal :—

"Whether the demand of the Calcutta Port Shramik Union, Calcutta, for payment of unclean allowance to the Sewage Plant Attendants and Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer is justified and if so, to what relief are the concerned workmen entitled and from what date ?"

2. I think the answer to the reference should be in the affirmative. It appears that the CPT has got two Sewage Plants—one at Netaji Subhas Dock and another at Taratala Road, Calcutta. The former is managed by the Health

Officer under the Chief Medical Officer and the latter by the Out-door Foreman of the Chief Mechanical Engineer. In the present case the demand for unclean allowance has been made by the workmen attached to the Taratala Colony Sewage Pumping Plant, Calcutta. Their case is that unclean allowance is paid by the CPT to the workmen attached to the Sewage Plant at Netaji Subhas Dock and there is no reason why it should not be paid to them for doing similar work. It is therefore prayed that a direction may be issued to the CPT to pay unclean allowance to the workmen attached to the Sewage Plant at Taratala Colony which is being managed by the Outdoor Foreman, Chief Mechanical Engineer's Department. The management has contested the claim.

3. Sri D. K. Mukherjee appearing for the CPT argues that the concerned workmen are not covered by the Board's Resolution No. 1157 dated 27th August, 1962. It is submitted that this resolution was passed on the basis of the recommendation of the Classification and Categorisation Committee appointed by the Government of India. In my opinion, the contention is not acceptable. The recommendation of the said Committee under paragraph 37 at page 9 of the Report is as follows :

"Sanitary Staff :

37. The Committee has fixed for the Class IV Sanitary Staff at all ports, generally designated as Sweepers/ Scavengers, Rat Catchers, the scale of Rs. 30-1-35. In their case the Committee would urge upon the Administration of the Ports the desirability of giving to these categories such 'unclean allowance' as they might consider just."

These recommendations were considered in a meeting of the Board under Resolution No. 1157 dated 27 August 1962 and the benefit of unclean allowance was extended to some other categories of workmen also. The main thing therefore to be seen is as to whether the nature of work done by the concerned workmen in the present case is the same as of those who are already been paid unclean allowance. Sri Mukherjee has not disputed the fact before me that the Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer belonging to class IV and they are doing similar nature of work. If for similar work workmen attached to Sewage Plant at Netaji Subhas Dock are being paid I see no good reason as to why the workmen attached to Sewage Pumping Plant at Taratala Colony should not be paid. As already stated, Sri Mukherjee does not dispute the basic fact that these Khalasis (unskilled labour or sweepers) are doing job of similar nature and under similar conditions like the staff under The Chief Medical Officer in the medical department. Their claim therefore must be allowed. In my opinion the resolution of the Board of 1962 cannot be treated as a bar to such payment.

4. Now, as regards the other category of workmen, namely, Sewage Plant Attendants attached to the Sewage Pumping Plant at Taratala Colony, the contention of Sri Mukherjee appearing for the CPT is that they belong to class III employees and they are not entitled to any unclean allowance as they are not required to handle the excreta directly. On the other hand, Sri Banerjee, Assistant Secretary of the Union submits that the resolution of the Board has been applied to class III employees also, as for example, to carpenters, masons, etc. In my opinion his contention finds support from the materials on record, vide Ext. M-3, the Board's meeting dated 27 August, 1962. I am therefore, inclined to accept the contention raised on behalf of the union and to hold that Sewage Plant Attendants also are entitled to unclean allowance even though they may not directly be called sanitary staff. I think that it will not be proper to discriminate between one set of employees working in one department under the CPT and other set of employees working in another department under the same employer when all of them are doing work of similar nature. I therefore hold that both categories of workmen working at the Sewage Plant at Taratala Colony, Calcutta under the Chief Mechanical Engineer are entitled to unclean allowance.

5. Sri Mukherjee contended that even if payment of unclean allowance is allowed it should be prospective i.e. from the date of the award. I am not inclined to accept this contention. The dispute in this case was raised by the concerned workmen with the management in December, 1973. I am therefore inclined to allow their claim from 1st January 1974.

6. For the reasons given above, my concluded Award is that the demand of the Calcutta Port Shramik Union, Calcutta for payment of unclean allowance to the Sewage Plant Attendants and Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer is justified and they should be paid the same from 1st January, 1974 at the rate admissible to them and not from 1962 as claimed.

Dated, Calcutta,
The 22nd January, 1983.

M. P. SINGH, Presiding Officer
[No. L-32011/30/80/D-IV(A)]

New Delhi, the 16th February, 1983

S.O. 1353.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port, Trust, Calcutta and their workmen, which was received by the Central Government on the 3rd February, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No. 43 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta,
AND
Their workmen.

APPEARANCES :

On behalf of Employers.—Sri D. K. Mukherjee Industrial Relations Officer.

On behalf of Workmen.—Sri Asgar Ali, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The Government of India, Ministry of Labour by their Order No. I-32012/5/80-D.IV(A) dated 7th June, 1980 referred the following dispute to this Tribunal for adjudication :—

“Whether the management in relation to Calcutta Port Trust, Calcutta are justified in removing Shri Mohit Roy, Security Guard No. 466, attached to Vigilance and Security Adviser, Secretary's Department from service with effect from the 6th May, 1977 ? If not, to what relief is the concerned workman entitled ?”

2. In this case the union challenged the validity of the domestic enquiry held in connection with the dismissal of the concerned workman Mohit Roy, a Security Guard of the Port Trust dated 6th May, 1977. After hearing both the parties Sri Bhattacharya, the then Presiding Officer by his order dated 3rd December 1981 held that the finding of guilt in respect of the charge levelled against the delinquent as arrived at by the Enquiry Officer was based upon proper evidence and that the finding of the Enquiry Officer was reasonable, that the domestic enquiry was held properly and according to natural justice. The preliminary issue was thus decided in favour of the Calcutta Port Trust. According to the management the delinquent along with Deba Prasad Batabyal during the period 22.00 hrs of

30-7-76 to 06.00 hrs. of 31-7-76 committed misconduct by taking away wheat of about 10 kgs. and 8 kgs. approximately in two bags from wagon stabled at eastyard without authority.

3. In view of the fact that the Enquiry Officer found the concerned workmen guilty and the said finding was further found correct by Sri Bhattacharya, the then Presiding Officer of this Tribunal, the union has confined its argument before me to the question of punishment only. It is submitted that the dismissal be set aside and Mohit Roy be reinstated with full back wages, etc. and that some minor punishment be imposed. My attention has been drawn to Section 11A of the Industrial Disputes Act which empowers this Tribunal to set aside the dismissal and to impose lesser punishment. I am not inclined to agree with this contention. It is true that only 18 Kgs. wheat was being stolen but it is not the quantity of the property but the nature of the act which is material. The concerned workman was a Security guard. Theft by him is a serious charge. In Ruston and Hornsby (I) H.D. v. T. B. Kadam, AIR 1975 (SC) 2025 it was held that the charge of attempt to steal the property of the company was a serious one and the delinquent deserved nothing sort of dismissal. That was a case of suspected dishonesty. That was also a case of a watchman of a certain factory. When he was seen carrying away a new Fluorescent Tube, he was challenged by another watchman. Then the delinquent in the case brought back the tube and kept in the guard room of the factory. In that situation it was held that the delinquent deserved dismissal. In view of this decision of the Supreme Court the punishment of dismissal in the present case cannot be interfered with.

4. My award therefore is that the management in relation to the Calcutta Port Trust were justified in removing the concerned workman, namely Mohit Roy, Security Guard No. 466 attached to the Vigilance and Security Advisor, Secretary's Department from service with effect from 6th May 1977 and he is not entitled to any relief.

Dated, Calcutta,
The 22nd January, 1983.

M. P. SINGH, Presiding Officer
[No. L-32012/5/80-D. IV(A)]

T. B. SITARAMAN, Desk Officer

New Delhi, the 9th February, 1983

S.O. 1354.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Eastern Coalfields Limited, Post Office Ulhra District Burdwan and their workmen, which was received by the Central Government on the 3rd February, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA**

Reference No. 93 of 1978

PARTIES :

Employers in relation to the management of Bankola Colliery of Eastern Coalfields Limited
AND
Their workmen.

APPEARANCES :

On behalf of Employers—Sri S. K. Acharya, Personnel Manager.
On behalf of the Workmen—Sri B. S. Azad, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Coal.

AWARD

By Order No. L-19012(38)/78-D.IV(B) dated 1st December, 1978 the Government of India, Ministry of Labour, referred an industrial dispute as to "Whether the action of the management of Bankola Colliery of Eastern Coalfields Limited in refusing employment to Shri Dhiraj Singha with effect from 1-6-74 is justified? If not to what relief is the said workman entitled?", for adjudication to this Tribunal.

2. The answer to the reference would be "Yes". Dhiraj Singha's name is not mentioned in any statutory record including B form register (Ext. M-1). His name was not even suggested to the management by the ex-contractor, namely B. S. & Company on the date of take over (1st June, 1974). He was not an earth cutter. His case is that he was bill-bonus clerk and he maintained all the records of the quarry employees but there is not a single bill on record nor there is any bonus register to show that he actually worked under the ex-contractor. He relied on a letter, Ext. W-2 sent by B. S. & Company to the Manager, Bankola Colliery. In that letter the said Company said that Dhiraj Singha had joined their firm as Billing/Pay Clerk in November 1973 and that they had released him on 16 June, 1974. Other exhibits filed by the Union are not material on the point in issue. The point in issue is whether Dhiraj Singha was, immediately before the appointed date, in the employment of B. S. & Company. So far as Ext. W-2 is concerned, it is not convincing. If he was in the employment of the ex-contractor, there is no reason as to why his name should not have been mentioned in B form register or any paper of the B. S. & Company. It is to be noticed that both in the written statement and in his evidence Dhiraj Singha has stated that all workmen of the company excepting him were taken over by the ECL. He has not given any reason in his evidence as to why that was so. The only reasonable inference is that he was not in the employment of the old company. There is no evidence of any ill feeling between B. S. & Company and the Government company. No motive is suggested anywhere against the Government company. MW-1 M. K. Mukherjee has deposed before this Tribunal that the workers were taken over on the basis of attendance register, that besides the earth cutters the mining sirdars and one Basdev Pal were also taken over. The name of Basdev Pal appears in the B form register vide the entry Ext. M-1a. It will not be out of place to mention that the contract with the company was for earth cutting, that all earth cutters were taken over and even the mining sirdar was taken over. Dhiraj Singha, as already stated, was not an earth cutter. There is no reliable evidence on record to show that he was even bill/bonus clerk. MW-1 says that for one month after the take over he did not receive any communication from any quarter. Dhiraj Singha also did not approach him at any time within one month. This leads to the conclusion that Dhiraj Singha was not in employment of the company.

3. The union has examined four witnesses but they are all useless. WW-1 is Dhiraj Singha himself. He is highly interested in his own case. In cross-examination he says he was the only clerk in B. S. & Company. If it was so his name could not have been missed to be mentioned, to the CMA or any authority concerned at the time of take over. His evidence is not supported by any bill or by any piece of paper which he claims to have written. WW-2, Khatun Rajbanshi, an earth cutter has deposed that Dhiraj Singha used to prepare bill and make payment to the earth cutters and used to maintain the bonus register. There is no document to support his evidence. His evidence, therefore, is not reliable. WW-3 Mohd. Altarul is another earth cutter and his evidence also is of similar nature unsupported by any documentary evidence. WW-4 Ram Gopal Chatterjee is a formal witness. He has only proved certain letters written by the Company. This is all the evidence adduced by the Union. I am not inclined to rely on the same.

4. After considering the evidence on record I am of opinion that the Union has miserably failed to establish that immediately before the appointed date Dhiraj Singha was in the employment of B. S. & Company. If so, there is no question of application of Section 14(1) of Coal Mines Nationalisation Act, 1973. The union has strongly relied on the case of Workmen Concerned represented by the Bihar

Colliery Kamgar Union and Bharat Coking Coal Ltd., 1978 JI 111, 17(SC) for the purpose of showing that the Government company was bound to take over and employ all the workmen of the company under Sec. 14(1) of the said Nationalisation Act. But in that case the concerned workman was held to be in the employment of the erstwhile company on the date of take over. That case, therefore, is of no assistance.

5. For the reasons given above, my Award is that the action of the management of Bankola Colliery of ECL in refusing employment to Dhiraj Singha with effect from 1st June, 1974 is justified. Dhiraj Singha therefore is not entitled to any relief.

Dated, Calcutta,

The 24th January, 1983.

M. P. SINGH, Presiding Officer
[No. L-19012(38)/79-D.IV(B)]

New Delhi, the 14th February, 1983

S.O. 1355.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, Asansol and their workmen, which was received by the Central Government on the 9th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 21/81

PARTIES :

Employers in relation to the management of C.M.P.D.I. Ltd., Asansol, Regional Institute-I, G. T. Road, Asansol.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.
For the Workmen—Sri C. S. Mukherjee, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 3rd February, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10 (1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19011(8)/80-D.IV(B) dated the 14th May, 1981.

SCHEDULE

"Whether the action of the management of Central Mine Planning and Design Institute Ltd, Asansol, in not promoting Smt. Tripati Sengupta bide its Regional Director's Order No. R1-1/CMPDI/OR/CTR/28 (a) 748 dated the 30th April, 1977 as Store Keeper in the pay scale Rs. 425—700, is justified? If not, to what relief is she entitled?"

2. The case of the workman is that she was originally appointed under Coal Board along with Smt. Namita Bhattacharjee and while working under Coal Board they were governed by the C.P.C. scale. Subsequently Coal Board was taken over by the Government and the workmen of Coal Board came under Wage Board recommendation in October,

1977. The workmen of the Coal Board subsequently opted for N.C.W.A. on 28-7-77 which was accepted finally by the management of C.M.P.D.I. It is stated that a Departmental Promotion Committee (D.P.C.) was held on 30-4-77 for promotion to the post of Head Clerk/Store Keeper in which though the concerned workman was senior to Smt. Namita Bhattacharjee still she was superseded and Smt. Namita Bhattacharjee was given promotion. It is submitted that though the concerned workman fulfilled all the requirements and conditions of the rules of promotion but she was not considered fit on the plea of unsuitability with conducting any sort of suitability test. It is further stated that she was superseded on the ground of some adverse remarks against her but the said adverse remarks were never communicated to her and that she received the same only after she made representation when promotion was not given to her. The prayer is that the action of the management in not promoting her to the post of Store Keeper is unjustified and she should be promoted and given consequential relief.

3. The case of the management, however, is that the normal channel of promotion from the post of Assistant in the Coal Board was to the post of Head Clerk and that one post of Store Keeper fell vacant early in 1977 in the Regional Institute, Asansol and as it was an ex-cadre post, therefore, according to the promotion channels as obtaining in the Coal Board Smt. Namita Bhattacharjee was promoted to the said post as she was found suitable for the same. It is admitted that the concerned workman was senior to Smt. Namita Bhattacharjee but it is stated that the D.P.C. considered the annual confidential report of both these workmen and came to the conclusion that the performance of Smt. Namita Bhattacharjee was far superior to that of the concerned workman and that on the remarks of the Reporting Officers Smt. Namita Bhattacharjee was found fit for promotion and hence she was promoted accordingly. It is submitted that seniority is not the criteria for promotion to the post of Head Clerk and that the only criteria is merit and as Smt. Namita Bhattacharjee was found more meritorious and there was adverse remarks against the concerned workmen hence she was superseded. It is further submitted that the case of the concerned workman was considered in September 1978 after taking into account her performance etc. and the D.P.C. this time also considered her not fit for promotion, but her case was specially considered by the Chairman-cum-Managing Director who decided to give her promotion initially for a period of six months only and during that period her performance was who decided to give her promotion initially for a period of six months only and during that period her performance was to be watched. Her performance was reviewed after six months of promotion and she was allowed to continue to the same post. Thus the main defence is that as the D. P. C. did not find the concerned workman fit for promotion hence she was superseded.

4. The point for consideration is as to whether the action of the management in not promoting the concerned workmen to the post of Store Keeper is justified. If not to what relief she is entitled.

5. WW-1 is the concerned workman and her main evidence is that as she was senior to Smt. Namita Bhattacharjee she should have been promoted to the post of Head Clerk. She has thus claimed promotion on the ground of seniority only. Admittedly D.P.C. was held on 30-4-77 and the proceedings of the D.P.C. has been marked Ext. M-1. It is admitted that no suitability test is held by the D.P.C. and that promotions are made on the basis of three years confidential report. Ext. M-1 would show that two posts of Head Clerk and one post of Store Keeper were to be filled up. The post of Store Keeper is equivalent to the post of Head Clerk. The post of Store Keeper, however, according to the management is an ex-cadre post and that the normal channel is to give promotion to the post of Head Clerk. Two persons who were promoted to the post of Head Clerk are admittedly senior to the concerned workman. From the D.P.C. report it will appear that as there were certain adverse remarks against the concerned workman hence she was not found fit for promotion. Exts. M-3 to M-3/2 are the confidential remarks of the concerned workman for the last three years. They would show that she was found below average and not fit for promotion by the Reporting Authority. On the basis

of these remarks the concerned workman was superseded and Smt. Namita Bhattacharjee who had better record of service was given promotion.

6. The D.P.C. proceedings of 1978 has been filed and marked Ext. M-4 which would show that even in 1978 the concerned workman was not considered fit for promotion but however she was given promotion for a period of six months and she is continuing on the higher post. Thus there was sufficient documents before the D.P.C. for superseding the concerned workman. Ext. M-2 is the extract from schedule to the Coal Board service regarding Recruitment and General Conditions Regulations and it shows that for promotion to the post of Head Clerk 'merit' is the only criteria which is to be considered. Apparently before the D.P.C. Smt. Namita Bhattacharjee was considered to be more meritorious having a good record of service as against the concerned workman who had adverse remarks against her and hence she was superseded. Thus no illegality appears to have been committed by the D.P.C. and the decision of the D.P.C. cannot be challenged when seniority was not the criteria for giving promotion.

7. The only ground taken on behalf of the workman is that the adverse remarks given to her was not communicated to her and that it was communicated to her when she filed representation and wanted to know of her supersession. In support of it she has filed certain representations which she made before higher authorities which are Exts. W-2 and W-3 and Ext. W-1 is the reply given to her communicating to her the adverse remark recorded. It is no doubt true that the adverse remark should have been communicated to the concerned workman and she should have been given opportunity to file representation, if any, but this lacuna alone in my opinion cannot set aside the decision of the D.P.C. as the D.P.C. had no knowledge as to whether the remarks had been communicated or not. Further there is no rule in this department to show that no action can be taken on the adverse remarks unless it is communicated.

8. Considering these, I hold that the action of the management in refusing promotion to the post of Store Keeper to the concerned workman is not unjustified and she is not entitled to any relief.

9. I give my award accordingly.

J. N. SINGH, Presiding Officer.

[No. L-19011(8)/80-D.IV(B)]

S.O. 1356.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Begunia Project of Messrs. Bharat Coking Coal Limited, Post Office Barakar, District Burdwan, and their workmen, which was received by the Central Government on the 7th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 9/81

PARTIES :

Employers in relation to the management of Begunia Project of M/s. Bharat Coking Coal Ltd., P. O. Barakar, District Burdwan.

AND
Their workman

APPEARANCES :

For the Employers—Shri G. Prasad, Advocate.

For the Workman—Shri B. Lal, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 31st January, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (20)/80-D. IV. (B) dated the 28th March, 1981.

SCHEDULE

"Whether the management of Begunia Project of M/s. Bharat Coking Coal Ltd., P.O. Barakar, District Burdwan is justified in not regularising Shri D. N. P. Singh as Overman Incharge in Grade 'A' (Technical and Supervisory) with effect from 17th July, 1974? If not, to what relief is the workman concerned entitled?"

2. The case of the workman is that he has been working as Overman Incharge with effect from 17th July, 1974 continuously without any interruption at Begunia Project of M/s. Bharat Coking Coal Ltd. He possesses all the qualifications and experience required for an Overman Incharge and he is doing his duty as Overman Incharge right from the beginning to the satisfaction of all concerned.

3. It is submitted that the Overman Incharge is in Technical Grade A but the concerned workman was placed in Grade B and was being paid less wages than that of Grade A. The concerned workman represented the matter before the management and the management was pleased to pay him the difference of wages between Grade A & B for certain period but his grievance for placing him in Grade A as per his work as Overman Incharge was not rectified. Several representations were made but the management instead of regularising him in Grade A, stopped payment of difference of wages of Grade A from 21st October, 1978 after paying the same for 4 years 3 months and 10 days.

4. The concerned workman then raised the present industrial dispute through his union. It is stated that he was transferred to Begunia Project in the year 1974 to fill up a permanent vacancy for Overman Incharge as a competent person was required to meet the special needs there. There was no Overman or Overman Incharge at that Project in the beginning and for special reasons from the very beginning the concerned workman was placed as Overman Incharge. Later on three more Overmen were placed in that Project to work in three different shifts and the concerned workman has been working all through in the general shift and has also to see the management of other shifts as and when occasion arises. It is also submitted that in all the records and registers of the management the designation of the concerned workman has been shown as Overman Incharge and he has been treated as such by the management also. It is therefore submitted that the concerned workman is entitled to be regularised as Overman Incharge from the very beginning i.e. from 17th July, 1974 with full back wages.

5. The management has contested the claim of the concerned workman and the defence is that he is not a workman within the meaning of the Industrial Disputes Act and hence the Reference is not maintainable.

6. It is however stated that the concerned workman has been working as an Overman in Begunia Project having been so appointed on 16th May, 1972. According to the management under the Coal Wage Board recommendation an overman was in Grade C and the higher post of overman used to be known as Head Overman/Sr. Overman/Overman Incharge and these three posts were redesignated under the Coal Wage Board recommendation as Head Overman in Grade B. The National Coal Wage Agreement-I, however,

from 1st January, 1975 placed an Overman in Technical Grade B and Head Overman was placed in Technical Grade A.

7. It is submitted that under the Cadre Scheme of Bharat Coking Coal Ltd., the post of Head Overman is a promotional post to be filled up from amongst overmen area-wise and this promotion depends upon the suitability of the candidate and the vacancies and the employers circulated a cadre scheme for uniform promotion norms in respect of promotion from Overman to Head Overman. The concerned workman was appointed in the year 1970 did not come within the purview of the said norms and hence he was not considered fit for promotion to the post of Head Overman. According to the management in fact a Departmental Promotion Committee was constituted for promotion from Overman to Head Overman in the year 1977 but the existing strength of Head Overmen was found to be more than required and hence no promotion was given and only a panel was prepared and that panel was also expired. In that Departmental Promotion Committee also the case of the concerned workman was not considered as he did not possess the required qualifications. It is also stated that the concerned workman is the Deputy General Secretary of the sponsoring union and in consultation with this sponsoring union a uniform promotion policy-cum-cadre scheme for promotion of mining personnel was finalised on 4th March, 1979 and the sponsoring union entered into a settlement with the management on a number of items including the promotion matters of various posts. It is submitted that in accordance with this settlement a Departmental Promotion Committee has been constituted and the case of the concerned workman can only be examined by the said Committee in due course. It is, however, stated that on the request of the Association the case of the concerned workman was referred to the High Power Grievance Committee and the said committee though found the concerned workman not eligible for promotion but since he had worked in the higher grade he was given difference of wages from 17th July, 1974 to 27th October, 1978 amounting to Rs. 3234.36 pause.

8. According to the management the endeavour of the Association is to get the concerned workman promoted outside the cadre scheme which is not possible for the public sector. It is also submitted that promotion is entirely management's function and none can claim promotion as of right.

9. On the above grounds it is prayed that the Reference be decided in favour of the management.

10. The point for consideration is as to whether the management is justified in not regularising the concerned workman as Overman incharge in Grade A with effect from 17th July, 1974. If not to what relief the concerned workman is entitled.

11. At the outset it may be stated that the case of the workman throughout is that of regularisation and not of promotion. In para 6 of the written statement the management has contended that under the cadre scheme of Bharat Coking Coal Ltd., the post of Head Overman is a promotional post to be filled up from among the overmen area-wise. This fact was also put to the concerned workman during the course of his deposition but it has been denied. In fact no such cadre scheme of the Bharat Coking Coal Ltd., has been filed to show that there was such a cadre scheme of the Bharat Coking Coal Ltd., from the very beginning. In fact such cadre scheme was for the first time promulgated by the Coal India in the year 1978 and a letter dated 25th April, 1978 (Ext. M-2) was circulated to all the Subsidiaries of Coal India viz. BCCL, CCL, ECL, WCL and CMPDIL. This letter no doubt has given the details of the staffing pattern and promotional avenue for mining supervisory personnel in the collieries and this shows as to how the post of Senior/Head Overman is to be filled up. It is not denied that prior to Coal Wage Board recommendation the post Sr. Overman was designated as Sr. Overman, Head Overman or Overman Incharge and the Coal Wage Board designated the said post as Head Overman only. It is also not denied that prior to Coal Wage Board recommendation an overman was in Grade C and an Overman Incharge or Head Overman was in Grade B. The National Coal Wage Agreement however put the Overman in Grade B and

Head Overman in Grade A and this agreement came into force from 1st January, 1975. As stated earlier, prior to 1978 there was no cadre scheme for promotion to the post of Head Overman. The management has tried to show that it is a case of promotion and the promotion is to be made only by the Departmental Promotion Committee but the case of the workman as stated earlier is that of regularisation and so the question of promotion does not arise at all.

12. The concerned workman has examined himself as WW-1 and he has stated that he joined M/s. BCC Ltd., as Overman after leaving the job of Bengal Coal Co., in 1972 and from there he was transferred to Chanch Colliery and then to Begunia Colliery on 17th July, 1974. At that time the colliery was closed and that it was to start hence he was transferred there. According to him he was made Overman Incharge from the very date of joining that colliery on 17th July, 1974 and he got an authorisation in writing. In support of it the concerned workman has filed Ext. W-3 the authorisation letter issued by the Project Manager showing that he was being authorised to work as Overman Incharge in Begunia Project with effect from 17th July, 1974. Ext. W-2 is another letter dated 26th September 1975, showing that the concerned workman was authorised to work as Overman Incharge there. Thus from these two letters it is clear that from the very date of his transfer the concerned workman was directed to work as Overman Incharge. Ext. W-4 is a letter dated 20th March, 1975 issued by the Project Manager to the concerned workman designating him as Overman Incharge. There is another letter Ext. W-5 to the same effect. Ext. W-7 is the identity card issued to the concerned workman and here also his designation is as Overman Incharge.

13. All these documents coupled with the evidence of the concerned workman clearly go to show that he was working as Overman Incharge at Begunia Project since 17th July, 1974. MW-1 is the Manager of Begunia Project. It is admitted by him in his deposition that Sri D. N. P. Singh the concerned workman is the senior most overman there. Though this witness has stated that BCC Ltd., introduced a Cadre Scheme but that scheme has not been filed. This witness has admitted in paragraph 13 of his cross-examination that since 1974 the concerned workman was authorised to work as Overman Incharge. It is also admitted by him that the case of Sri Singh is for regularisation and not for promotion. In paragraph 16 of his deposition this witness has admitted that Sri Singh is working at present as Dust Incharge and only Senior or Head Overmen are to be considered to work as Dust Incharge. This fact clearly go to prove that till the present day the concerned workman is performing the duty of Senior or Head Overman.

14. A plea has been taken by the management that there is no post of Senior or Head Overman in Begunia Project. But this fact is belied from the documents and written statement of the management themselves. According to the management the case of the concerned workman was referred to the Grievance Committee and the Grievance Committee directed payment of difference of wages to the concerned workman as he was working as Overman Incharge. This difference of wages was paid to the concerned workman right from 17th July, 1974 till 21st October, 1978 vide Ext. W-6 the payment voucher. Now if there was no post of Senior Overman or Head Overman in Begunia Project how could the concerned workman was directed or authorised to work as Overman Incharge there. In fact MW-1 has admitted in para 7 of his cross-examination that whenever the concerned workman worked as a Senior Overman he was given difference of wages as per Coal Wage Board recommendation. The written statement filed by the management also supports this fact.

15. All the above documents and evidence thus clearly indicate that since 17th July, 1974 the concerned workman has been doing the work as Overman Incharge and he has not been regularised in that post. It is not denied that prior to the cadre scheme introduced by the Coal India vide letter Ext. M-2 dated 25th April, 1978 there was no scheme under the BCC Ltd., for promotion or regularisation in the post of Senior Overman and new scheme came into force only in the year 1978. The concerned workman, however, is

working as Senior Overman since 1974 and so the scheme of 1974 is clearly not applicable to him.

16. It has however been urged on behalf of the management that due to the cadre scheme the post of Senior Overman is to be filled up by promotion only and there is no question of regularisation. But this fact is also not correct. The concerned workman has stated in para 8 of his deposition that one Sri C. R. Mukherjee was regularised as Senior Overman in Technical Grade A without any promotion. It is in evidence that a Pit Incharge is also a Sr. Overman. The Office Order Ext. W-1 dated 5th April, 1982 issued by the Dy. Personnel Manager would show that Sri C. R. Mukherjee an Overman of Victoria West Colliery was working as Pit Incharge independently for a long time has been regularised as Senior Overman and this regularisation was to take effect immediately. Thus from this document it is clear that as late as in 1982 Sri Mukherjee an overman was regularised as Senior Overman because he was working as Pit Incharge for quite a long time. This document thus falsifies the case of the management that after the coming into force the cadre scheme in 1978 there has been no promotion.

17. An attempt has been made on behalf of the management supporting the case of promotion of Sri C. R. Mukherjee. MW-1 has stated that Sri C. R. Mukherjee was regularised as Senior Overman because of his diploma but even in the cadre scheme it is nowhere mentioned that a person holding diploma will be regularised as Senior Overman. There is nothing to show that the concerned workman does not possess the qualifications required for a Senior Overman. In fact admittedly he performed the work of Senior Overman since the year 1974 and was also paid difference of wages for about 4 years. The case of the management, therefore that the post of Senior Overman can be filled up by promotion only falls to the ground.

18. The management has filed certain documents to show that there was some Departmental Promotion Committee but the case of Sri D. N. P. Singh was not considered fit. But these documents are of no avail. Sri Singh was working as Senior Overman from the year 1974 and so there was no question of considering his name for the post of Senior Overman in the year 1977 or onwards.

19. The next contention of the management is that the post of a Senior Overman or Overman is of supervisory character and as an Overman or Sr. Overman drawn pay above Rs. 500 hence the concerned workman is not a workman under the Industrial Disputes Act. It is well settled that the question whether a person holds supervisory post or not is to be considered on the question as to what is the main duty of that person. The concerned workman has stated in his evidence the duties performed by him and according to him the duties performed by him is of manual nature and that he does not hold supervisory post. It is stated by him that he has got no power to appoint any person or to grant leave etc. and that he has got no official function. He cannot take disciplinary action. He has further stated that he works under the direction as issued by the manager. As against this there is no evidence nor any document has been filed on behalf of the management to show as to what is the main duty of the concerned workman. MW-1 has stated that as per instruction of the manager an overman allots duty to workman underground as per requirement. Thus the overman works under the direction of the manager. It is the management who has taken the plea that an overman is not a workman and as such onus lay on them to show as to what was the main or principal duty of an overman so that it can be judged as to whether his main duty was of supervisory character or not. The management has also argued that some Tribunal has held that an overman is not a workman. Whereas the workman has also filed an award of Industrial Tribunal No. 1, Dhanbad in which all the facts have been discussed and it has been held that an overman is a workman as defined under the I.D. Act. This Court, however, is not bound by any Award of any Tribunal. There is no ruling of any High Court or Supreme Court till now on this point. The main criteria as stated earlier is that this fact is to be determined on the main duty to be performed by a person and in the present case the workman has given evidence to the effect that his main job is not of a supervisory character and he has to do mainly manual work.

20 Considering the above circumstance and evident on the record, I hold that the concerned workman is a workman as defined under the Industrial Disputes Act and the Reference is maintainable.

21 Considering the evidence and circumstance of the case on record, I hold that the management was not justified in not regularising the concerned workman as Overman Incharge.

22 The question, however, is as to from which date he is to get the wages of Grade A (Technical Supervisory) Admittedly prior to the coming into force of the NCWA an Overman Incharge was in Grade B. He got Grade A with effect from 1st January, 1975 when the said agreement came into force. The concerned workman is, therefore entitled to be regularised as Overman Incharge from the date he is working as such and he is to get the wages of Grade A from 1st January, 1975. The amount paid to him as difference of wages will however be deducted when payment of arrears of wages is paid to him.

23 I give my award accordingly

J N SINGH, Presiding Officer
[No L-19012(20)/80-D IV(B)]

S.O 1357—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Sodepur Central Workshop of Messrs Eastern Coalfields Limited, Post Office Sunderchak, District Burdwan and their workmen, which was received by the Central Government on the 7th February, 1983

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT NO 3, DHANBAD

Reference No 49/81

PARTIES

Employers in relation to the management of Sodepur Central Workshop of M/s Eastern Coalfields Ltd, P O Sunderchak, Distt Burdwan.

AND

Their workmen

APPEARANCES

For the Employers—Shri P C Banerjee Sr Personnel Officer.

For the Workman—Sri S K Acharjee

INDUSTRY Coal

STATE West Bengal

Dated, the 31st January, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them u/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947, has referred the dispute to this Tribunal for adjudication under Order No L-19012(31)/81-D IV(B) dated the 14th October, 1981

SCHEDULE

"Whether the action of the management of Sodepur Central Workshop of M/s Eastern Coalfields Ltd, P O Sunderchak, Dist Burdwan in superannuating Shri Nabdev Mitra, Design Moulder with effect from 1-1-1978 and 1-7-1980 is justified? If not, to what relief the workman concerned is entitled?"

2 Several dates were given to the parties for hearing of the case but they took time on some ground or other. On 20-1-1983 however, the union filed a petition stating that the concerned workman does not appear to be interested in the matter as no instruction is being received by the union regarding his case. It is therefore prayed by the union that the Reference may be ordered to be withdrawn with permission for filing further petition if so advised.

3 There is no provision under the Industrial Disputes Act or Rules for withdrawal of Reference. The very fact that the concerned workman is not interested goes to show that there is no dispute between the parties now and hence in the circumstances a 'no dispute' award is passed.

J N SINGH, Presiding Officer

[No L-19012(31)/81-D IV(B)]

S S MEHTA, Desk Officer

New Delhi, the 17th February, 1983

S O 1358—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta, and their workmen, which was received by the Central Government on the 30th January, 1983

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No 17 of 1981

PARTIES

Employers in relation to the management of Calcutta Port Trust, Calcutta,

AND

Their Workmen

APPEARANCES

On behalf of Employers—Mr D K Mukherjee Industrial Relations Officer

On behalf of Workmen—Mr Asgar Ali Vice President of the Union

STATE West Bengal

INDUSTRY Port

AWARD

The Government of India, Ministry of Labour, by their Order No L-32011(20)/80-D IV(A) dated 31 March, 1981 referred the following dispute to this Tribunal for adjudication—

"Whether the action of the management of Calcutta Port Trust in selecting Shri Chittaranjan Sarkar, Super Cargo, as Deputy Security Officer (Fire Fighting) by denying opportunity to qualified workman of the Fire Fighting Section and deviating from the existing practice of selecting and promoting persons from within the Unit is fair and justified, in the circumstances? If not, to what relief are the concerned workmen entitled?"

2 Sri D K Mukherjee appearing for the management placed all the necessary facts leading to the selection of Sri Chittaranjan Sarkar, Super Cargo. The facts are these

"A post of Deputy Security Officer (Fire Fighting) was created with effect from 1-5-1972 under Resolution No 759 dated 29-5-1972 in the Port Fire Organisation. It was provided in the said Resolution that the post of the Assistant Fire Officer would remain vacant during the validity of the Post of Deputy Security Officer (Fire Fighting) Shri Shyamal Banerjee, who had been working under

the Board as the Assistant Fire Officer since 10-11-1966 was promoted to the post of the Deputy Security Officer (Fire Fighting) with effect from 1-5-1972. Shri Syamal Banerjee resigned from the Board's service with effect from 31-12-1976. Following Shri Banerjee's resignation, the post of the Deputy Security Officer (Fire Fighting) fell vacant with effect from 1-1-1977 and thereafter the question of filling up of the post was considered by the Administration. It was decided that for appointment to the post of the Deputy Security Officer (Fire Fighting), a suitable person would be selected from amongst the Super Cargo/Labour Supervisors of the Traffic Department. It was also decided that Super Cargo/Labour Supervisors with five years' experience in the respective categories would be considered for the post. The selected person would initially be attached to the Port Fire Organisation in his own pay. He would also be sent to the next course in the National Fire Service College, and on his qualifying from there, he would be adjusted to the post of Deputy Security Officer (Fire Fighting)...."

It was also decided that few Super Cargos would be sent for training at the appropriate level so that their services could be available for assistance. The candidates were interviewed by the Standing Establishment Committee. As a result of interview two candidates were selected, one Chittaranjan Sarkar, Super Cargo and Jonab Abdul Halim, Super Cargo. While Sri D. K. Mukherjee was arguing Sri Asgar Ali, Vice-President of the concerned union appeared before me and said that the women concerned were not interested in the dispute and they would not contest. He also filed a petition to that effect.

In the circumstances a "No dispute" award is passed in favour of the management.

Dated, Calcutta,

The 22nd January, 1983.

M. P. SINGH, Presiding Officer
T. B. SITARAMAN, Desk Officer
T. B. SITARAMAN, Desk Officer

New Delhi, the 21st February, 1983

S.O. 1359.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Limited, Ramagundam Division-I and their workmen, which was received by the Central Government on the 1st February, 1983.

[No. L-21025(i)/80-D. IV(B)]
S. S. MEHTA, Desk Officer

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

PRESENT :

Sri S. V. Raman Reddy, B.A., LL.B, Industrial Tribunal (Central)

Industrial Disputes No. 24 of 1981

BETWEEN

The Workmen of Singareni Collieries Company Limited, Ramagundam Division-I.

AND

The Management of Singareni Collieries Company Limited, Ramagundam Division-I.

APPEARANCES :

Sri G. Bikshapathy, Advocate for—the Workman.

Sri K. Srinivasa Murthy, Advocate for—the Management.

AWARD

In exercise of the powers conferred by Sections 7A and 10(1)(a) of the Industrial Disputes Act, 1947, the Central Government referred the following industrial dispute existing between the employers in relation to Ramagundam Division-I of Singareni Collieries Company Limited and their Workmen by Order No. 21025(i)/80-D.IV(B) dated 29-9-1981 to this Industrial Tribunal for adjudication :—

"Whether the action of the management of M/s. Singareni Collieries Company Limited, Ramagundam Division-I in terminating the services of Smt. Jatti Sesharatnam, General Mazdoor, Category I with effect from 12-11-75 is justified ? If not, to what relief is the workman concerned entitled ?".

2. The aggrieved workwoman, namely, Jatti Sesharatnam filed a claims statement contending as follows :—She was appointed an general mazdoor in category I by the management of the company to work at the medical department by order dated 14-5-1975 and joined duty on 15-5-1975. Since then she has been performing her duties to the entire satisfaction of her superiors. The order of appointment was for 3 months for the period from 15-5-1975 to 15-8-1975. Three days after the above period, she was again appointed for another 3 months from 19-8-1975 to 18-11-1975. There was no necessity for the company to terminate the services of the workwoman. It was done so in order to create an artificial break in service. While so, her services were terminated abruptly by an order dated 11-11-1975 w.e.f. 12-11-1975, without giving any reason whatsoever by the Senior Medical Officer. The work-woman approached the company for reconsidering the matter with a request to reinstate her. As there was no response, the Petitioner made a written representation on 14-3-1976, but in vain. Thereafter the Vice-President of the Tandur Coal Mines Labour Union, of which the work-woman was the member, made a demand on the company on 19-3-1976 to reinstate her. By letter dated 1-4-1976, the company informed the union that the work and conduct of the work-woman were very much unsatisfactory and hence her services were terminated. The union had taken up the matter with the Conciliation Officer (Central). As there was no meeting point before the Conciliation Officer (Central), the failure report was sent to the Government of India, which culminated in the present reference. The order of termination is illegal, unlawful and arbitrary void. The work-woman was appointed by the Divisional Superintendent of the company. As such the Senior Medical Officer has no power or authority to terminate the services of the work-woman. As per the order of appointment, the work-woman was entitled to be in service upto 18-11-1975. Her services cannot be terminated before the expiry of the period. No misconduct was alleged against the work-woman and no enquiry was conducted. The order of termination is contrary to Section 25F of the Industrial Disputes Act. The termination, is in violation of certified standing orders of the company and the principles of natural justice. No reasons were assigned at the time of termination of services. But at a later stage it was revealed by the management that her services were terminated for her very unsatisfactory work and conduct. Hence it amounts to termination by way of punishment. The company is therefore bound to hold an enquiry as per the provisions of the standing orders. The action of the management in terminating the services in the guise of discharge simplicitor is illegal and void. The husband of the work-woman, namely, Lakshman Rao, who is working as Overman, GDK No. 6 Incline of the Company, was the Assistant Secretary of Tandur Coal Mines Labour Union, Godavari Khani. The Senior Medical Officer bore grudge against the union, as the union challenged successfully before this Tribunal and the High Court some of her orders declaring some workers medically unfit. Keeping that in view the services of the work-woman were terminated. The action of the Management therefore amounts to victimisation and unfair labour practice. The action of the management is malafide and contrary to the provisions of Chapter V of the I.D. Act, inasmuch as the management appointed number of other persons after the termination of the services of the work-woman ignoring her claim for appointment to the post. The persons appointed subsequent to her subsequent termination were not having the requisite qualifications and ex-

perience. The entire action of the management is unjustified, actuated with malice and bias. The work-woman studied upto XI Class. She had undergone training course in general nursing from 1-1-1962 to 1-8-1963 and passed the general nursing with distinction from the company's main hospital. Though she is fully qualified and trained nurse, she was appointed as general mazdoor in the hospital. Eversince the date of her termination, she is unemployed. She could not secure any alternative employment in spite of her efforts. Hence the order of termination may be declared as illegal and unjustified reinstating the work-woman with full back wages and other attendant benefits.

3. The Divisional Superintendent, Ramagundam Division-I filed a counter on behalf of the management of the Singareni Collieries Company Limited with the following averments. The allegations made in the claims statement are not correct and the same are denied. The work-women was appointed as a temporary general mazdoor to work in the hospital for a period of 3 months from 14-5-1975. As she was appointed only for a period of 3 months, her services stood terminated on 15-8-1975. As her temporary services were required, she was again appointed for a period of 3 months from 19-8-1975. Her services were terminated w.e.f. 12-11-1975. She represented that she may be appointed again. Her case was not considered as her work and conduct during the temporary period were not satisfactory. Her co-workers had complained against her and in spite of oral warnings she had not improved. The order terminating her services issued by the Senior Medical Officer is an order. Even though she was to be engaged upto 18-11-1975, her services were terminated w.e.f. 12-11-1975, because of her unsatisfactory work and conduct. The allegation that her husband E. Laxman Rao, Overman GDK 6 Incline was a union official and the Senior Medical Officer had grudge against the union and that hence the termination was effected is only imaginary. Once the services of the work-woman was terminated due to unsatisfactory conduct and work, there is no question of considering her for appointment again eventhough there were some vacancies in the department. There is no malice or bias involved in this case. As the work-woman was appointed only as general mazdoor, her qualifications had no bearing for her appointment. If her qualifications are higher than required for the post, she should not have accepted the same. This case was taken up in conciliation on 9-12-1976. The work-woman submitted application dated 4-11-1976 to the Assistant Labour Commissioner (C), requesting the case to be closed and also authorising Tandur Coal Mines Labour Union to represent her case. Her applications dt. 16-10-1976 and 4-11-1976 were taken up for discussions and the conciliation ended in failure on 9-12-1976. Thereupon the Ministry of Labour by letter dated 18-4-1978 intimated that the action of the management in this case can hardly be termed as malafide or unjustified and therefore the case was not referred for adjudication. It is surprising to know that the Singareni Collieries Mazdoor Union which does not exist and which has not taken up the case for conciliation is referred as a party in this case. When the matter was closed during 1978, it has come up again for reference. The allegation that the order of termination is contrary to Section 25F of the I.D. Act is not correct. The work-woman had not put in the qualified service to claim benefits under Section 25F of the Act. She was appointed on temporary basis for a specified period and the company is free to terminate her services as per the appointment order. The allegation that the order of termination is contrary to the principles of justice and standing orders is no correct. The order of termination does not suffer from any infirmity. This is a belated case and the case was not represented and taken up for reference as per the procedure. Therefore the reference may be rejected.

4. On the above contentions, the work-woman examined herself as W.W.1 and her husband as W.W.2 and marked Exs. W1 to W14 on her side. The company examined its then Senior Medical Officer at Ramagundam as M.W.1 and marked Exs. M-1 and M-2 on its side.

5. According to the evidence of W.W.1, in her chief examination, she passed H.S.C. in March, 1961. Ex. W1 is her H.S.C. pass certificate. She had undergone a course of training in general nursing from 1-1-1962 to 1-8-1963

in the company's hospital at Kothagudem. Ex. W2 is the certificate showing her passing in the above said general nursing with distinction. She had also taken part in Scouts and Guides rally. Ex. W3 is the certificate issued for her participation in the rally. She worked as part-time teacher in Welfare Centre at Godavari Khani from 1968 to 1975. Ex. W4 is her service certificate issued by the Welfare Centre. She resigned her job in the Welfare Centre, as she was promised by the management to provide another job. She was appointed in the hospital as general mazdoor as per Ex. W5 order. She was posted at the hospital, which is under the control of the Medical Officer. Her services were stopped by 15-8-1975. Again she was appointed by order dated 18-8-1975 for the period from 19-8-1975 to 18-11-1975. The appointment order was signed by the Divisional Superintendent Ramagundam Division, which is Ex. W6. Before completion of the period of service mentioned in Ex. W6, her services were terminated by the Senior Medical Officer w.e.f. 12-11-1975 as per Ex. W7 order. The Senior Medical Officer has no power to terminate her services, since she was appointed by the Divisional Superintendent. She made Ex. W8 representation on 14-3-1976 to the management, to reinstate her into service. Her union also wrote Ex. W9 letter to the management taking up her cause for reinstatement. The management gave the Ex. W10 reply stating that her services were terminated for unsatisfactory work. Thereafter the union made an application to the Assistant Labour Commissioner (C), which is Ex. W11. Ex. W12 is the reply submitted by the management to the Assistant Commissioner of Labour (C). Ex. W13 is the letter written by her union to the Assistant Labour Commissioner (C). On 9-12-1976 the failure report was recorded by the Assistant Commissioner of Labour (C) as per Ex. W14. During her period of service, the work-woman was not given any memo, either orally or in writing pointing out the lapses with regard to the performance of her duty. The management has not issued any charge sheet nor conducted any enquiry against the unsatisfactory service and conduct. It is not correct to say that the management terminated her services because of her unsatisfactory work and conduct. The management has not given any warning either oral or written. Her husband, namely, E. Laxman Rao is working as Overman in No. 6 Incline, Godavari Khani. Her husband was the Assistant Secretary of the Union. There is another union controlled by the communists. There are rivalries among the two unions. The services of the work-woman were terminated by the Management at the instructions of the rival union managed by the communist party. Number of persons were appointed after terminating her services. They are Suguna, Shusheela, Kanakara etc. as general mazdoors. All these workers are juniors to her. She was not given any opportunity of appointment before her juniors were appointed. None of the ayahs/general mazdoors had the educational and other qualifications possessed by the work-woman. The post of ayah is permanent. The candidates will be given the post of general mazdoor for 3 months. In order to create break in service, the management issued two separate appointment orders with a gap of 3 days. The work-woman was drawing above Rs. 400 per month at the time of termination of her services. She got offers of appointment in one or two places but she did not go as her case was pending before the Central Commissioner of Labour. At present she is unemployed. Hence she prays that she may be reinstated into service with back wages and other benefits.

6. On her above chief examination, the following answers are elicited, in her cross examination. For the post of ayah in the company's hospital, the qualification is that the candidate should pass the standard and possess first-aid certificate and practical certificate as ayah for at least 2 years either from a private doctor or from any nursing home. When the work-woman was appointed, the above said qualifications were required and at present she does not know. It is not correct to say that the above said qualifications are not required at any time for the post of ayah. It is true that for the first time, she was appointed as general mazdoor for a period of 3 months. It is true that her services were terminated on the first occasion w.e.f. 15th August, 1975. On the second occasion also, she was given appointment for 3 months. Her services were terminated on 12-11-1975 as per Ex. W7 before the expiry of 3 months. It is not correct to say that the Senior Medical Officer, who terminated her services, has the power to do so. It is true that the

Senior Medical Officer was the person incharge of the hospital. It is not correct to say that the general mazdoor will not be automatically be taken as ayah after putting services as general mazdoor for 3 months. It is not correct to state that her termination has no connection with the trade union activities of her husband. It is also not true to say that it was not due to the instigation of the rival union she was terminated from service. It is not true to say that during the time she served as general mazdoor her service and conduct were unsatisfactory.

7. According to the evidence of W.W.2, he is working as Overman in No. 6 Incline, G.D.K. He was the Assistant Secretary of Tandur Coal Mines Labour Union in 1975. They had a rival union controlled by the AITUC. The said union was a recognised union and the management was yielding to the demands of the said union. There was a membership drive in 1975 and the witness's union had collected more subscriptions than the AITUC union. After that incident, his wife was removed from service. On account of his trade union activity, his wife was removed from service. W.W.2 stated in his cross-examination that his wife was appointed as temporary general mazdoor. He stated that she was terminated within the period of 3 months on the second occasion. He denied the suggestion that there was no connection between his trade union activities and his wife's termination of service.

8. According to the evidence of M.W.1, she is now working as the Chief Medical Officer in the company's hospital at Kothagudem. In 1975 she was working as the Senior Medical Officer of the company at Ramagundam. W.W.1 was appointed under M.W.1 temporarily for a period of 3 months i.e. from 15-5-1975 to 14-8-1975. The services of W.W.1 were terminated on 15-8-1975 by M.W.1 under instruction of the Divisional Superintendent incharge of the medical department. W.W.1 was again appointed by the Divisional Superintendent temporarily for another period of 3 months from 19-8-1975 to 18-11-1975. The services of W.W.1 were terminated on 12-11-1975 by M.W.1 under the instructions of the Divisional Superintendent. During the service of W.W.1 under M.W.1, M.W.1 found the services of W.W.1 unsatisfactory. It is not true to say that the services of W.W.1 were terminated at the instance of the majority labour union due to group rivalry between the Unions. There is no qualifications for the post of mazdoor. M.W.1 used to receive number of complaints during the service of W.W.1 under M.W.1 from the co-workers of W.W.1 and from several patients. The duties of W.W.1 as mazdoor were serving food to the patients in plates, attending to the bathing and clothing of the patients after bath and cleaning of the bed, etc. In 1975 the company was having only 2 regular ayahs in the dispensary at Ramagundam. At that time the company wanted to upgrade the dispensary into a 25-bed hospital. As the company wanted some more ayahs for the upgraded hospital, they were testing the aptitude and suitability of the mazdoors for appointment as ayahs. They did not take W.W.1 as ayah as she had no aptitude to work as an ayah. W.W.1 was not supplying food plates and water to patient as per her duty. W.W.1 used to ask the patients to go themselves for getting food plates and water. W.W.1 was insisting on the patients to address her as doasani. Whenever M.W.1 used to pull up W.W.1, W.W.1 used to carry out that work very reluctantly causing unhappiness to the patients. W.W.1 was not pulling on well with her co-workers. W.W.2 was working as mining sardar. W.W.1 was educated upto 10th class. So W.W.1 used to boss over the less educated ayahs and other co-workers.

9. On the above chief examination of M.W.1 the following answers are elicited in her cross-examination. The Divisional Superintendent incharge of the medical department of the company issued the first appointment order as per Ex. W5. Ex. W6 is the second appointment order of W.W.1. Ex. W7 is the order issued by M.W.1 terminating the services of W.W.1 w.e.f. 12-11-1975. M.W.1 had no powers to appoint any employee at that time and no powers to terminate the services of any employee also. Hence M.W.1 terminated the services of W.W.1 as instructed by the Divisional Superintendent. Actually the Divisional Superintendent authorised M.W.1 by Ex. M1 written authorisation dated 11-11-1975 to terminate the service of W.W.1. M.W.1 does not know

whether the Divisional Superintendent had any power to issue such authorisation under the standing order of the company. Ex. W2 is the certificate issued by the company to show that W.W.1 had undergone a course of training in general nursing from 1-1-1962 to 1-8-1963 and she had passed the general nursing Part I. Even for the post of ayah there are no any prescribed qualifications. The only requirements is sufficient education to understand the instructions given by the doctor and aptitude to attend on the patients as directed by the doctor. Actually W.W.1 was given the two appointment orders for short periods as part of their scheme to select ayahs out of the mazdoors after testing their aptitude for appointment as ayahs. So they were also entrusting the duties of ayahs to such mazdoors. M.W.1 never gave any written warning or censure to W.W.1, as there was no need to issue the same for temporary employees. If any permanent employee indulges in such lapses in discharge of duties, they certainly issue charge sheets and conduct enquiries. M.W.1 does not know whether the husband of W.W.1 belongs to INTUC group. She does not bother whether any employee belongs to one union or the other union. She does not recollects whether she declared Mattur Rahman, Mangaiah and Matta Mamalingaiah medically unfit. In discharging her duties at Ramagundam M.W.1 declared some of the workmen medically unfit. Without the concerned records. M.W.1 cannot give the names of the workers, whom she had made medically unfit. She does not know whether the above named 3 workers approached the Court and obtained orders for their reinstatement or whether they belonged to the INTUC group. It is not true to say that the work of W.W.1 was quite satisfactory and excellent and that M.W.1 terminated her services at the instance of the co-workers of W.W.1. The company appointed several mazdoors after the termination of the services of W.W.1.

10. A printed copy of the standing orders of the company was marked as Ex. M2 by consent.

11. The work-woman, namely, Jatti Sesharatnam, who will be referred to hereinafter as W.W.1, is the wife of F. Laxman Rao examined as W.W.2. She passed her H.S.C. examination in March, 1961. Ex. W1 is her H.S.C. pass certificate. She also undergone a course of training in general nursing from 1-1-1962 to 1-8-1963 in the hospital of the Singareni Collieries Company Limited at Kothagudem and passed in the general nursing examination with distinction. Ex. W2 is the certificate showing her passing in the above general nursing examination. She also took part in the Scouts and Guides Rally, held at Kothagudem in January, 1959, as can be seen from the certificate marked as Ex. W3. She worked as part time teacher in the Welfare Centre of the Company at Godavari Khani from 1968 to 1975. Ex. W4 is her service certificate issued by the Welfare Centre. While so she was appointed as general mazdoor by the company for a period of 3 months from 15-5-1975. Ex. W5 is the above order of appointment dated 14-5-1975. As per the above order her services stood terminated on 15-8-1975. Again by Ex. W6 order dated 18-8-1975, she was appointed for another period of 3 months from 19-8-1975. But before the expiry of the above period of 3 months, her services were terminated w.e.f. 12-11-1975 by the then Senior Medical Officer of Ramagundam Division of the company i.e. M.W.1, as per the order of termination marked as Ex. W7 dated 11-11-1975. Then W.W.1 submitted the representation Ex. W8 dated 14-3-1976 to the Managing Director of the company requesting for her reinstatement. The Vice President of the Tandur Coal Mines Labour Union also sent the representation Ex. W9 dated 19-3-1976 to the Divisional Superintendent, Ramagundam Division No. I of the company to reconsider the case of W.W.1 and to reinstate her in the company's service. By Ex. W10 letter dated 1-4-1976, the Divisional Superintendent Ramagundam Division I of the company replied to the Vice President of the Tandur Coal Mines Labour Union informing him that the temporary appointment of W.W.1 was terminated as her work and conduct were reported to be very much unsatisfactory and that hence they are not reconsidering her case for re-appointment. Thereafter the matter was brought to the notice of the Assistant Labour Commissioner (C) by the Vice-President of the Tandur Coal Mines Labour Union by his letter Ex. W11

dated 4-4-1976. On that letter, the Assistant Labour Commissioner (C) tried for conciliation. Ex. W12 dated 1-9-1976 is the views of the management submitted to the Assistant Commissioner of Labour (C). Ex. W13 dated 17-9-1976 is the views of the Vice President of the Tandur Coal Mines Labour Union submitted to the Assistant Commissioner of Labour (C). Ex. W14 is the minutes of conciliation proceedings held on 9-12-1976 by the Assistant Labour Commissioner (C). As the conciliation proceedings failed, the Government of India referred this industrial dispute for adjudication to this Industrial Tribunal. The above are the undisputed facts in this case.

12. Undisputedly the initial appointment of W.W.1 for a period of 3 months in the first instance is purely temporary for a period of 3 months as can be seen from Ex. W5 order of appointment, which reads as follows :—

"You are hereby temporarily appointed to work as General Mazdoor in Category I emoluments for a period of 3 months with effect from 15-5-1975. Your services stand automatically terminated on 15-8-1975. You are directed to report for duty to the Sr. MO. RG. on 15-5-1975".

In terms of the order, the services of W.W.1 stood automatically terminated on 15-8-1975. Even the second order of appointment of W.W.1 was also purely temporary for a period of 3 months as can be seen from Ex. W6 order of appointment, which reads as follows :—

"You are hereby temporarily appointed as General Mazdoor in Category-I emoluments, to work at Medical Department for a period of three months with effect from 19-8-1975. Your services stand automatically terminated by 19-11-1975. You are directed to report for duty to Sr. MO. RG. on 19-8-1975."

As per the above order, the services of W.W.1 would stand automatically terminated by 19-11-1975. However her services were terminated by M.W.1 as per Ex. W7 order of termination w.e.f. 12-11-1975 i.e. 7 days before the expiry of the 3 months period. W.W.1 questions the Ex. W7 order of termination on several grounds. Ex. W7 reads as follows :—

"Ref : SC. RGI Lt. No. DPO, RGI/4/75/513 dated 18-8-1975. With reference to the above cited letter, your services are hereby terminated with effect from 12-11-75."

As can be seen from the above order, the company terminated the services of W.W.1 without assigning any reasons. According to the company, the above order is order of termination simpliciter and since the appointment of W.W.1 was purely temporary, she can be discharged from service at any time without assigning any reasons. Standing Orders 13(C) of the Standing Orders marked as Ex. M-2 reads as follows :—

"No temporary employee whether monthly paid or weekly paid or piece-rate or probationer or substitute whether monthly or weekly paid shall be entitled to any notice or pay in lieu thereof if services are terminated."

As per the above standing order, W.W.1 is not entitled to any notice or pay in lieu thereof on the termination of her services, provided that the order is an order of termination simpliciter and no stigma whatsoever attached. The company contends that Ex. W7 is an order of termination simpliciter, whereas W.W.1 contends that the above order is by way of punishment.

13. Under law and a.s.o as per the above quoted standing order, the management has a right to terminate the services of a temporary employee at any time without notice or pay in lieu of notice and without assigning any reasons. The employer is free to deal with his employees when the action concerned is not punitive or malafide or does not amount to victimisation or unfair labour practice. If the

termination of service is a colourable exercise of the powers vested in the management or as a result of victimisation or unfair labour practice, the Industrial Tribunal would have jurisdiction to intervene and set aside such a termination. In order to find out the same, the Industrial Tribunal has implied jurisdiction to go into all the circumstances, which led to the termination simpliciter. Even though an order of termination may be couched in terms of an order of termination simpliciter, this Tribunal is entitled to go behind the apparent language in question and consider whether the order of termination simpliciter is imposed by way of punishment. As can be seen from the wording of Ex. W7 order, the language employed shows that it is an order of termination simpliciter. Let us see whether it is an order of termination simpliciter or punitive in nature. If the above order is punitive, it cannot stand, as in such a case there must be an enquiry and finding of guilt to discharge even a temporary employee.

14. Though no reasons were assigned for the termination of the services of W.W.1 in Ex. W7 order, however as can be seen from Ex. W10 letter of the management and evidence of M.W.1, the services of W.W.1 were terminated as her work and conduct during the temporary appointment were found unsatisfactory. On this aspect the following are the details given by M.W.1 in her evidence in the chief examination :

"During her services under me, I found her services unsatisfactory..... I used to receive number of complaints during her service under me from her co-workers and from several patients. Her duties as mazdoor were serving food to the patients in plates, attending to the bathing and clothing of the patients after bath and cleaning of the beds etc..... As we wanted some more ayahs for the upgraded hospital, we were testing the aptitude and the suitability of the mazdoors for appointment as ayahs. We did not take her as ayah as she had no aptitude to work as ayah. She was not supplying food plates and water to the patients as per her duties. She used to ask the patients to go themselves for getting their food plates and water. She was insisting on the patients to address her as dorasani. When I used to pull up that mazdoor, she used to carry out that work very reluctantly causing unhappiness to the patients. She was not pulling on well with her co-workers. The husband of the mazdoor was working as mining sardar. She was educated upto 10th class. So she used to loss over the less educated ayahs and other co-workers."

The following is the evidence of M.W.1 in her cross examination :—

"I never gave any written warning or censure to the above mazdoor, as there was no need to issue the same for temporary employees. If any permanent employee indulges in such lapses in discharge of duties, we certainly issue charge sheets and conduct enquiries..... It is not true to say that the work of the above mazdoor was quite satisfactory and excellent and that I terminated her services at the instance of her co-workers."

15. As can be seen from the above evidence of M.W.1, the work and conduct of W.W.1 must be held to be unsatisfactory. As against the same W.W.1 stated denying the allegations of the management that the management terminated her services because of her unsatisfactory work and conduct. As can be seen from the above evidence of M.W.1, M.W.1 does not impute any one of the misconducts categorised in standing order 16 of Ex. M2, warranting an enquiry. It is true that M.W.1 stated in her cross-examination that if any permanent employee indulges in such lapses in discharge of duties, the company will issue charge sheets and conduct enquiries. A reading of the list of misconducts enumerated in standing order 16 shows that the present unsatisfactory work and conduct imputed to W.W.1 does not fall within the meaning of any of the misconducts detailed therein. As such there is no need for conducting any enquiry for terminating the services of W.W.1 who is only a temporary employee.

16. W.W.1 contends that her services were terminated not on account of the unsatisfactory nature of her work and conduct, but on account of the union activities of her husband, namely, W.W.2. According to the claims statement of WW-1 her husband, namely, WW-2 who was working as Overman, G.D.K. No. 6 Incline of the company, was the Assistant Secretary of Tandur Coal Mines Labour Union, Godavari Khani. MW-1 bore grudge against the union. When MW-1 declared some workers medically unfit, the union challenged the said decisions successfully before the Tribunal and High Court. Keeping this in view the services of W.W.1 were terminated. Therefore the action of the company amounts to victimisation and unfair labour practice.

17. When it came to evidence, W.W.1 deposed in her chief examination that her husband, namely, W.W.2, who is working as Overman in No. 6 Incline Godavari Khani was the Assistant General Secretary of the Union, that there another union controlled by communists, that there are rivalries among the two unions and that her services were terminated by the company at the instructions of the rival union managed by the communist party. In her cross-examination it was suggested to her that her termination had no connection with the trade union activities of her husband, that it was not due to the instigation of the rival union that she was terminated from service and that during the time she served as general mazdoor, her service and conduct were unsatisfactory. Of course WW-1 denied all those suggestions. W.W.2 deposed in his evidence in chief examination that he is working as an Overman in No. 6 Incline Godavari Khani, that he was the Assistant Secretary of Tandur Coal Mines Labour Union, that they had a rival union controlled by AITUC, that the said union was a recognised union and the management was yielding to the demands of the said union, that there was a membership drive in 1975 and his union had collected more subscription, than the AITUC union, that after this incident his wife was removed from service and that on account of his trade union activities conducted by him, his wife removed from service. In his cross examination, it was suggested that there was no connection between his trade union activities and the termination of the services of his wife. But he denied the suggestion.

18. In its counter, the company denied the above allegations. In support of the above allegations, there is only the bare, oral and interested evidence of W.W.1 and her husband W.W.2. There is absolutely no other independent evidence. No documentary evidence is produced to make out the above allegations. A specific instance to the effect that M.W.1 declared some workers medically unfit, that the union of W.W.2 challenged the decisions successfully before the Tribunal and High Court and that hence bearing grudge on this account, the services of W.W.1 were terminated by M.W.1. When this case was suggested to M.W.1 she denied the same. She stated that she did declare some of the workmen as medically unfit in discharge of her duties. She stated that she does not recollect whether she declared Mettur Rahman Mansaiah and Metta Ramalingaiah medically unfit, that she cannot give the names of the workers whom she had declared medically unfit and that she does not know whether the above named 3 workers approached the Court and obtained orders for their reinstatement or whether they belonged to the INTUC group. She also stated that she does not know whether WW-2 belongs to INTUC group and asserted that she does not know whether any employee belongs to one union or the other union. If really M.W.1 declared any employee belonging to the union of W.W.2 as medically unfit and if really the union of W.W.2 successfully challenged the decisions of M.W.1 before the Tribunal and High Court there must be lot of documentary evidence to substantiate the above allegations. No scrap of paper is filed to show that M.W.1 declared any employee belonging to the union of W.W.2 as medically unfit or to show that the union of W.W.2 successfully challenged any such decision of M.W.1. In the absence of any such documentary evidence and in view of the denial of M.W.1 relying on the mere oral and interested evidence of W.W.1 and W.W.2 it cannot be held that MW-1 bore grudge against WW-2. So the action of the management in terminating the service of

WW-1 cannot be held to amount to victimisation or unfair labour practice.

19. Nextly WW-1 contends that she is highly qualified, that the termination of her services by the company is malafide. It is true that admittedly some workers were appointed to the post of general mazdoor in the company after the termination of the services of W.W.1. But once the services of W.W.1 were terminated on the ground that her work and conduct were not satisfactory, there is no question of her reappointment. Naturally when the vacancies arose, the company was at liberty to appoint any other persons as general mazdoos. Further the qualifications of W.W.1, disclosed from the certificates marked as Exs. W1 to W4, have no bearing on the appointment to the post of general mazdoor, which post does not require any qualification. Even for the post of ayah, as can be seen from the positive evidence of MW-1 no such qualifications are prescribed. The only requirement is sufficient education to understand the instructions given by the doctor and aptitude to attend on the patients as directed by the doctor. M.W.1 found the work and conduct of W.W.1 as unsatisfactory, when certain duties of ayahs were entrusted to WW-1 to test her suitability and aptitude for appointment as ayahs. Besides, W.W.1 has no right to claim the post of an ayah unless and until she was found suitable for that post and appointed to that post by the company. However there is no need in this case to find out whether the qualifications possessed by WW-1 are required and sufficient for the post of ayah or whether they warrant the appointment of WW-1 as ayah, since the order of termination, questioned in this case, is relating to the post of general mazdoor. Therefore I do not see any malafides in this case in the termination of the services of W.W.1.

20. Another contention of W.W.1 is that the order of termination is contrary to Section 25F of the Industrial Disputes Act. This contention is untenable and misconceived. To be entitled to the benefits under Section 25F, the workman shall be in continuous service for not less than one year. It is not the case of WW-1 that she has been in continuous service for not less than one year. Hence this contention of W.W.1 is also rejected.

21. Lastly, W.W.1 contends that since she was appointed by the Divisional Superintendent, M.W.1 has no competency to dismiss her. As can be seen from both the appointment orders marked as Exs. W5 and W6, W.W.1 was appointed on the two occasions by the Officer in charge of Divisional Superintendent. It is also admitted that it was M.W.1, who terminated the services of WW-1 in this case as per the order of termination marked as Ex. W7. In her evidence, M.W.1 clearly admits that she had no power to appoint any employee at that time and that similarly she had no power to terminate the services of any employee at that time. So it is clear that M.W.1 was incompetent to terminate the services of W.W.1. As per Ex. W1 order, already quoted in paragraph 12 above, it is stated that with reference to Ex. W6 order the services of W.W.1 were terminated w.e.f. 12-11-1975. To show that M.W.1 has passed the above order of termination, under authorisation from the Divisional Superintendent, the company introduced Ex. M-1 in evidence stage, Ex. M1 reads as follows :—

"Kindly refer to our discussion today regarding the unsatisfactory work of Smt. Jatti Sesharatnam, General Mazdoor (Trainee)."

I hereby authorise you to terminate the services of the above Smt. Jatti Sesharatnam as I agree with the report given to me by you."

As observed above, this authorisation was introduced for the first time, when M.W.1 entered the witness box. There is absolutely no reference to this Ex. M1 authorisation anywhere in the counter of the company. On the other hand,

to the positive contention of W.W.1 in her claims statement that M.W.1 had no power or authority to terminate her services, the company stated in the counter that the order terminating the services of W.W.1 issued by M.W.1 is an order. If really Ex. M-1 order was in existence and if really M.W.1 passed the Ex. W7 order by virtue of the authority vested in her in pursuance of Ex. M-1 order, it must have definitely found a place in the counter. Not only that Ex. M1 order must have been necessarily quoted by M.W.1 in issuing Ex. W7 order, if Ex. M1 order was in existence by the date of Ex. W-7 order. Curiously there is absolutely no reference to Ex. M1 or any whisper or indication about the authorisation under Ex. M1 in Ex. W7 order. Further copies of the present orders marked as Exs. W5 to W7 were enclosed to Ex. W12 views submitted by the management to the Conciliation Officer. The above enclosure also do not show the existence of Ex. M1 order. So I have no hesitation to hold that Ex. M1 authorisation must have been a got up document in this case.

22. Even accepting the case of the company that Ex M1 is a true document, it cannot be a valid document. It is undisputed proposition of law that an order of termination of a worker has to be passed by an officer competent to appoint a worker or an officer higher in rank above him, but never by an officer lower than the appointing authority. If any delegated authority is to pass an order of termination of a worker appointed by the competent authority, such power to delegate must be there for the delegating authority under the standing orders of the company. The learned advocate for the company is unable to draw my attention to any standing order authorising such delegation. Therefore M.W.1 does not derive any authority from Ex. M1 to terminate the services of W.W.1. As such the Ex. W7 order of termination must be held to be an invalid order passed by an incompetent authority.

23. Coming to the relief, as observed already Ex. W-6 appointment is purely a temporary appointment for a fixed period of 3 months, which period ends on 18-11-1975. But for the impugned Ex. W7 order, W.W.1 would have only continued in her service from 12-11-1975 to 18-11-1975 both days inclusive. On account of the intervening Ex. W7 order, W.W.1 lost her employment for a period of 7 days only. As such she must be given relief for those 7 days only unless and until the company continues her services beyond 18-11-1975. W.W.1 has no right to continue in the post beyond 18-11-1975. Therefore there is no question of reinstatement of W.W.1 in service now. She is entitled only to emoluments for the above loss of 7 days of her service.

24. In view of my above finding, the result would be the same even if I had held all the other previous contentions urged by W.W.1 in her favour. In other words, even if the Ex. W-7 order is held to be punitive or malafide or amounts to victimisation or unfair labour practice, that order alone will be struck down in which event also W.W.1 will be entitled to her appointment only for the period of 7 days from 12-11-1975 to 18-11-1975. In that event also there is no question of reinstatement of W.W.1 in service, since her appointment was only temporary and for a fixed period of 3 months ending by 18-11-1975.

25. In the result, an award is passed declaring that the action of the management of M/s Singareni Collieries Company Limited Ramagundam Division-I in terminating the services of Smt. Jatti Sesharatnam General Mazdoor, Category I with effect from 12-11-1975 is not justified. Hence the above work-woman is entitled to the payment of her usual emoluments for 7 days i.e. from 12-11-1975 to 18-11-1975 both days inclusive. She is not entitled to the reinstatement with back wages as prayed for by her. The reference is answered accordingly.

Sd/- (Illegible)
Industrial Tribunal

Appendix of Evidence.

Witnesses Examined	Witnesses Examined
For Workman :	For Management :
WW-1 Smt. Jatti Sesharatnam, MW-1 Dr. M. Ramalaxmi.	
W.W.2 E. Laxman Rao	
Documents Exhibited for the Workman	
Ex. W1/5-8-61.—H.S.C. Certificate of W.W.1	
Ex. W2/9-11-82—Certificate of pass in general nursing by W.W.1	
Ex. W3/10-1-59—Certificate issued for the participation of W.W.1 in the Scouts and Guides Camp at Kothagudem.	
Ex. W4/20-9-81—Service Certificate of W.W.1 issued by the Inspector, Welfare Centre.	
Ex. W5/14-5-75—Order of appointment of W.W.1	
Ex. W6/18-8-75—Order of appointment of W.W.1.	
Ex. W7/11-11-75—Order of termination of the services of W.W.1	
Ex. W8/14-3-76—Representation made by W.W.1 to the Managing Director of the company.	
Ex. W9/19-3-76—Letter of the Vice President of Tandur Coal Mines Labour Union to the Divisional Superintendent, Ramagundam Division-I.	
Ex. W10/1-4-76—Reply of the Divisional Superintendent, Ramagundam Division-I to the Vice President of Tandur Coal Mines Labour Union	
Ex. W11/4-4-76—Application of the Vice President, Tandur Coal Mines Labour Union to the Assistant Labour Commissioner (C)	
Ex. W12/1-9-76—Views of the management submitted to the Asst. Labour Commissioner (C).	
Ex. W13/17-9-76—Views of the Vice President of the Tandur Coal Mines Labour Union submitted to the Assistant Labour Commissioner (C)	
Ex. W14/9-12-76—Minutes of the conciliation proceedings held by the Assistant Labour Commissioner (C).	
Documents Exhibited for the Management	
Ex. M1/11-11-75—Authorisation letter from the Divisional Superintendent, Singareni Collieries Company Limited, Ramagundam Division to M.W.1 to terminate the services of W.W.1.	
Ex. M2/8-1-63—Standing Orders of the Singareni Collieries Company Limited	

Sd/- (Illegible)
Presiding Officer
Industrial Tribunal

[No. L-21025(1)/80-D.IV(B)]

S. S. MEHTA, Desk Officer

सर्विल्ली, 20 मई, 1982

कांगड़ा 1360.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 36 के अनुमत्रण में, कर्मचारी राज्य बीमा निगम के वित्तीय प्राक्कलन तथा निष्पादन बजट 1982-83, सर्वाधारण की जानकारी के लिये एतद्वारा प्रकाशित किये जाते हैं।

कर्मचारी राज्य बीमा निगम

वित्तीय प्राक्कलन तथा निष्पादन बजट

1982-83

1981-82 वर्ष के परिणोदित प्राक्कलन तथा 1982-83 वर्ष के बजट प्राक्कलन पर व्याख्यात्मक ज्ञापन

स्थायी ममिति तथा निगम ने क्रमशः 6 फरवरी, 1981 तथा 7 फरवरी, 1981 को ही बैठकों में 1981-82 वित्तीय वर्ष के लिये कर्मचारी राज्य बीमा निगम के आय तथा व्यय के बजट प्राक्कलनों के अनुमोदन किया था। केंद्रीय सरकार ने इनका अनुमोदन कर दिया था।

2. 1981-82 वर्ष के बजट प्राक्कलनों के अन्तर्गत निम्नलिखित प्रावधान प्राप्त हैं—

(i) विभिन्न केन्द्रों में, जहाँ योजना कार्यान्वयन की जा चुकी है, योजना को अनाने के लिये आवश्यक धन-व्यवस्था, तथा

(ii) नये लेखों/स्थापनाओं के नये बगीं पर योजना के विस्तार के लिये आवश्यक निधि।

3. 1981-82 वर्ष के बजट प्राक्कलन तैयार करते समय यह अनुमान लगाया गया था कि कर्मचारी राज्य बीमा योजना के अन्तर्गत 63.32 लाख कर्मचारियों की शामिल किया जायेगा। उपर्युक्त लक्ष्य 1980-81 वर्ष के दौरान ही प्राप्त कर दिया गया था (31-3-1981 की स्थिति के अनुमान 63.32 लाख कर्मचारों शामिल है)।

4. परिशिष्ट-1, 30-11-1981 तक योजना के कार्यान्वयन की राज्यवार कुल अधिनियम, 1981-82 तथा 1982-83 के दौरान योजना के कार्यान्वयन के लिये मंभावित रोजगार के नये बैक्टरों को शामिल करते हुए अतिरिक्त शेत्र तथा कार्यान्वयन की संस्थान तारांबों का मुद्रण है। इन केन्द्रों का निर्धारण राज्य सरकारों के परामर्श में किया गया है।

5. 1981-82 वित्तीय वर्ष के परिणोदित प्राक्कलन तथा 1982-83 वर्ष के बजट प्राक्कलन कार्यान्वयन के संगाधित कार्यक्रम को ध्यान में रखकर तैयार किये गये हैं।

बजट विवरण

6. सारणीय बजट विवरण-क तथा ख में क्रमशः 1980-81 वर्ष के आय व्यय के बास्तविक आंकड़े तथा 1981-82 वर्ष के परिणोदित प्राक्कलन और 1982-83 वर्ष के बजट प्राक्कलन दिये गये हैं।

6.2 नीचे दी गई सारणी में एक नज़र में प्राक्कलन दिखाये गये हैं।

एक नज़र में बजट

लेखाशीर्ष	1980-81 बास्तविक आंकड़े	1981-82 प्राक्कलन	1982-83 बजट प्राक्कलन (लाख रुपयों में)
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	राजस्व आय		
अंशवाद	1,79,76,57	1,88,80,00	1,95,30,00
स्थाज तथा लाभांश	4,62,48	5,20,13	27,82,13
मुमालजा	2,97,67	2,87,56	3,13,15
किराया, दर तथा कर	4,86,15	4,46,00	6,30,01
प्रध्य भीषण (ख)	98,66	1,07,78	1,32,45
कुल राजस्व आय	1,93,21,53	2,02,41,47	2,33,45,26

राजस्व लेखे में व्यय

1. हितलाभ	71,78,51	79,98,88	81,22,68	86,77,33
क. चिकित्सा हितलाभ	80,41,45	77,60,46	90,75,28	93,75,81
ख. नकद हितलाभ	21,68	22,14	27,79	29,07
ग. प्रध्य हितलाभ	1,52,41,64	1,57,81,48	1,72,25,75	1,80,82,21
कुल हितलाभ	14,10,42	15,38,99	15,74,30	16,84,57
2. प्रशासन व्यय	2,32,08	2,91,90	3,08,65	3,30,14
3. अस्पताल/प्रोविडारिय (मूल्यहास, मरम्मत तथा मनूरक्षण)	17,92,83	18,88,00	9,44,00	28,97,00
4. (i) पूर्जीगत निर्माण आरक्षित निधि	1,28,91	1,48,22	95,18	1,00,00
(ii) आपात आरक्षित निधि	1,88,05,88	1,96,48,59	2,01,47,88	2,30,93,92
राजस्व लेखे में कुल व्यय	5,15,65	5,92,88	पूर्य (ग)	2,51,34

(क) पैरा 9, 6 खेदे।

(ख) इसमें चिकित्सा हितलाभों तथा प्रध्य राजस्व भीषण के संबंध में विल्ली प्रशासन वा शेयर शामिल है।

(ग) पैरा 17 खेदे।

राजस्व सेवकों से बाहर व्यय

पूँजीयत लेखे में व्यय	10,40.62	8,50.60	10,23.78	12,30.00
प्रांति रोकड़ शेष	7,54.66	6,36.09	9,37.57	6,90.00
प्रांति रोकड़ शेष	9,37.57	6,40.00	6,90.00	7,10.00

विभिन्न शोर्षों के अस्तर्गत कुछ महत्वपूर्ण मर्यों की संक्षिप्त व्याख्या नीचे पैराग्रामों में दी गई है।

7. अंशदान—अंशदान में नियोजकों तथा कर्मचारियों के शेष कर्मचारी राज्य बीमा संशोधन अधिनियम, 1975 द्वारा यग-पंशाधित कर्मचारी राज्य बीमा अधिनियम, 1948 की अनुसूची-1 में दी गई दरों के अनुसार देख है।

8. 1. चिकित्सा हितलाभ—संघ राज्य थेट्र, दिल्ली में योजना सीधे निगम द्वारा चलाई जाती है। अतः संघ राज्य थेट्र दिल्ली को छोड़कर “क्रिकिट्सा हितलाभ” शोर्ष के अस्तर्गत व्यय शुरूआत में राज्य सरकारों द्वारा किया जाता है तथा बाद में 7:1 के निर्धारित अनुमति में निगम तथा राज्य सरकारों के बीच शेयर किया जाता है। प्रधिकारण शेषर योग्य राशि समय-समय पर निगम द्वारा निरेक्षण को गई अधिकतम सीमा के अधीन होती है। इस शोर्ष के अन्तर्गत को गई धन-व्यवस्था का उद्देश्य व्यय के निगम के शेयर का तुरा होता है।

8. 2. चिकित्सा हितलाभों पर व्यय को अधिकार मीमा—प्रति कर्मचारी चिकित्सा हितलाभों पर वार्षिक शेयर योग्य व्यय को प्रावेशन सीमाएँ 1 अप्रैल, 1980 से निम्न प्रकार है—

चिकित्सा देख-रेक्ष का स्वरूप	प्रति कर्मचारी अधिकार मीमा की राशि
सीमित	70 रुपये
विस्तारित	85 रुपये
पूर्ण	120 रुपये

इसके अलावा शोषियों, दवाइयों तथा पर्टिटों पर अधिकार मीमा से ऊपर व्यय की 25/- रुपये से ऊपर तथा 50/- रुपये तक प्रति कर्मचारी परिवार एकक प्रति वर्ष अनुमति दी गई है। कर्मचारी राज्य बीमा निगम के स्वामित्व में आने वाले तथा कर्मचारी राज्य बीमा योजना से प्रभारित भवनों का किराया अधिकतम सीमा के बाहर रखा जाता है लेकिन राज्य सरकारों तथा निगम के बीच निर्धारित अनुगत में शेयर किया जाता है।

8. 3. राज्य सरकारों को अदायगियां—निगम वर्ष के द्वोरान चिकित्सा हितलाभों पर व्यय के अपने शेयर के 90 प्रतिशत तक “लेखागत” अदायगियां करना है। ये अदायगियां राज्य सरकारों से प्राप्त व्यय विवरणों के आधार पर की जाती हैं। संवित राज्य महालेखाकारों से लेखा परीक्षा प्रमाणन्तर प्राप्त होने पर इन अदायगियों का समायोजन किया जाता है।

8. 4. निगम द्वारा सेवे किया गया वर्ष—“चिकित्सा उपचार तथा देख-रेक्ष और प्रसूति सुविधाय—निगम द्वारा सोने किया गया वर्ष” शोर्ष के अस्तर्गत को गई धन-व्यवस्था में संघ राज्य थेट्र दिल्ली में योगानु व्यक्तियों तथा उनके परिवारों की चिकित्सा देख-रेक्ष के प्रशासन की अनुमति लागत यामिल है। शेयर योग्य राशि के 1/8 की दर पर प्रांति अनुमति बसूली “निगम द्वारा शुरूआत में किये गये चिकित्सा हितलाभों

में राज्य सरकारों/संघ राज्य थेट्रों का शेष” तथा 1982-83 के अन्त तक अनुकलनों में राजस्व में शामिल की गई है।

1981-82 वर्ष के परिषोधित प्राक्कलन

I.—आय

9. 1. चालू वर्ष (1981-82) में अब निगम का राजस्व 2,01,47.88 लाख रुपये होने का अनुमति है जब कि वर्जट में 2,02,41.47 लाख रुपये का अनुमति था।

अंशदान

9. 2. अंशदानों से आय 1,88,80.00 लाख रुपये रखी गई है जैसा कि वर्जट स्पर पर दर्ज किया गया था।

9. 3. 31-11-1981 की स्थिति के अनुसार योजना के अस्तर्गत आये कर्मचारियों की कुल संख्या 63.60 लाख तथा योजना के विस्तार और भौज्या कार्यान्वयन थेट्रों में अनेकों व्याप्ति द्वारा वित्तीय वर्ष की समाप्ति तक लगभग 0.64 लाख अन्य कर्मचारियों को शामिल किये जाने की संभावना है। परिवारित प्राक्कलनों में प्रशासित अनिवार्य व्याप्ति की धूपान में रखा गया है।

9. 4. 30 नवम्बर, 1980 तक अंशदानों की बकाया निर्वाचित राशि 31 मार्च, 1981 को 41,23.56 लाख रुपये थी। निगम पहले ही बकाया राशि की बसूली के लिये कानूनी कार्रवाई कर चुका है। उपर्युक्त राशि में से 30 सितम्बर, 1981 तक 66.69 लाख रुपये की राशि बसूल की गई है। निगम ग्रामी बहादुर राशि को बसूली के लिये भर्खर प्रयास कर रहा है। लेकिन यह उद्देश्यों है कि निगम को अपनी बकाया राशि की बसूली के लिये राज्य सरकारों पर निष्पर रखना है।

चिकित्सा हितलाभों में विस्तो प्रशासन का शेयर

9. 5. दिल्ली में बीमाकृत व्यक्तियों तथा उनके परिवारों को चिकित्सा देख-रेक्ष की व्यवस्था करने को जिम्मेदारी 1 अप्रैल, 1982 से निगम द्वारा ली गई थी। अनुमोदित व्यवस्था के अनुसार चिकित्सा देख-रेक्ष पर निगम द्वारा किए गए व्यय का 1/8 मात्र तथा चिकित्सा देख-रेक्ष पर व्यय की निर्धारित अधिकार मीमा से अधिक व्यय दिल्ली प्रशासन से बसूल किया जाने योग्य है। निगम “द्वारा शुरू में किए गए चिकित्सा हितलाभ में राज्य सरकारों राज्य थेट्रों का शेष” शोर्ष के प्रतीक्षा 95.19 लाख रुपये की व्यवस्था पिछले वर्षों के नियंत्रित विस्तो प्रशासन द्वारा देय राशि का सूचक है।

व्याज तथा बाजीरा

9. 6. प्राक्कलनों में समाधि रोकड़ शेष अनिवार्य अरक्षित निधि (प्राप्ति अरक्षित निधि) तथा भविष्य निधि के निवेश पर प्राप्त व्याज, निगम के कर्मचारियों को दी गई शेषगियों पर प्राप्त व्याज तथा महाराष्ट्र प्राक्कलन को अस्तकान तथा औद्योगिक भवनों के विस्तार के लिये 1977-78 तक दिये गये कर्जों पर प्राप्त व्याज यामिल है।

1981-82 के परिषोधित प्राक्कलनों में आय में कमी मुख्य रूप से (i) कर्मचारी राज्य बीमा निगम भविष्य निधि के अंशदानाओं को देय

म्याज (53, 55 लाख रुपये) की कटौती और (ii) परियोगिता पर भारिक भवायगियों वाले निवेदन “पुतः निवेदन योजना” के अन्तर्गत पुनः निवेदन किए गए थे जिससे निवारित अवैधत के प्रभाव में संतुष्टी व्याज प्राप्त होता है।

अतिपूर्ति

9.7 जहा किसी राज्य में बीमाकृत व्यक्तियों को बीमारी हितलाभ भवायगियों का व्यवहार अवैध भारतीय भौपत से अधिक पाया जाता है, उस तरह की अधिक राशि कम्बारी राज्य बीमा अधिनियम की धारा 58 (2) में किए गए उपबंधों के अनुसार राज्य सरकार तथा निगम के बीच शेयर की जाती है। इसी प्रकार जहां निवेदन की राय में बीमाकृत व्यक्तियों में बीमारी की घटना निम्नलिखित कारणों से अधिक हो—

(1) किसी कारबाहने या स्थापना में काम करने के लिए अस्वस्थ वातावरण या किसी अधिनियम के अन्तर्गत कारबाहने या स्थापना के स्थानीय या अधिनीय द्वारा अनेक स्वास्थ्य संबंधी विनियमों के पालन करने में उसकी लापत्रवाही, या

(2) बीमाकृत व्यक्तियों के कम्बे में किसी कोठरी या आकास में सफाई की व्यवस्था ठीक न होना और इस तरह का अस्वस्थ वातावरण कारबाहने या स्थापना के मालिक से अनेक स्वास्थ्य संबंधी विनियमों का पालन करने में उसकी लापत्रवाही के कारण हो जो—

निगम, कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 69 उल्लिखित उपबंधों के अनुसार बीमारी हितलाभ के कारण किए गए प्रतिरिक्त अध्य की बसूली कारबाहने या स्थापना के स्थानीय या अधिनीयों से कर सकेगा।

1981-82 के परिणामित प्राक्कलन में 2,78,39 लाख रुपये की अवधारणा की गई है। इसमें आंध्र प्रदेश (5.52 लाख रुपये), विहार (7.28 लाख रुपये), कर्नाटक (40.43 लाख रुपये), केरल (3.27 लाख रुपये), मध्य प्रदेश (33.54 लाख रुपये), पांडिचेरी (0.13 लाख रुपये) तथा तमिलनाडु (1,87.92 लाख रुपये) राज्य सरकारों से अधिक बीमारी हितलाभ की बसूली शामिल है।

9.8 निम्नलिखित के संबंध में कियाये, दर तथा कर—

- (i) कार्यालय भवन स्टाफ कार्यालयों सहित), तथा
- (ii) अस्पताल/मीमांसा व्यवस्था (स्टाफ कार्यालयों सहित)।

निगम द्वारा निम्नित अस्पताल तथा ग्रीष्मधारालय भवनों से संबंधित कियाया बीमाकृत व्यक्तियों को जिकित्सा हितलाभों की व्यवस्था पर राज्य सरकारों द्वारा किए गए शेयर योग्य अध्य का एक भाग होता है। इन प्रकार यह निगम तथा राज्य सरकारों के बीच 7:1 के निवारित प्रभुपात्र में स्वतः विभाजित हो जाता है।

फॉस, जुम्लिया तथा जंबूदंग

9.9 इसमें नियोजकों द्वारा कियाये मरीनों के प्रयोग के लिए उन्नी प्राप्त लाइसेंस की भारण आय तथा निगम की राशियों की अवधारणा न कर सकने भीर/या अंगदान कार्ड प्रस्तुत न करने पर नियोजकों पर साधा गए हृत्यानि भी शामिल हैं।

विशिष्ट आय

इनमें डुप्लिकेट पहचान पत्रों की लागत के कारण आय, अधिक भवायगियों तथा लेखा-परीक्षा में अस्वीकृत राशि की बसूलिया, स्टूटी बेन तथा पेंशन अंगदानों की बसूलिया, केन्द्रीय सरकार स्वास्थ्य योजना के संबंध में कम्बारी अंगदान, तकनुसूची राजस्व शीर्षों में न ले जा सकने वाले गत वर्षों में किए गए सेवा अध्य की बसूलिया, न्यायालयों द्वारा डिक्टी की गई राशियों सहित कानूनी मुकदमों की लागत की बसूलिया तथा नकद हितलाभों आदि की बसूलियां शामिल हैं।

4—व्यय

10. बालू वर्ष 1981-82 में राजस्व लेखों में अध्य 2,01,47.88 लाख रुपये के अध्य का भूमत है, जबकि बजट में 1,96,48.59 लाख रुपये का प्रभुपात्र था।

11. बीमाकृत व्यक्तियों तथा उनके परिवारों को हितलाभ

क—जिकित्सा हितलाभ

11.1 इस शीर्ष के अन्तर्गत कुल अस्वस्था 81,22.68 लाख रुपये है। (इसमें गत वर्षों के संबंध में 10,33.16 लाख रुपये की बकाया भवायगियों शामिल हैं), इसमें जिकित्सा देवरेल की अवधारणा पर राज्य सरकारों द्वारा किए गए अध्य में निगम के शेयर के रूप में 76,94.28 लाख रुपये, दिल्ली में योजना निगम द्वारा सीधे बलाई जाने के संबंध में जिकित्सा हितलाभों पर अध्य के रूप में 4,28.40 लाख रुपये तथा बुहतर बसूली में महिला कम्बारियों तथा बीमाकृत व्यक्तियों की परिनियमों को मीठे स्थानीय कार्यालयों द्वारा किए गए प्रबन्ध-मुल्क की भवायगियों के रूप में 10.00 लाख रुपये शामिल हैं। दिल्ली के संबंध में अध्य के 1/8 भाग की बसूली 1982-83 अध्य के बजट प्राक्कलनों की भाग में हिनाब में ले ली गई है। भारातीय राज्य से प्राप्त प्रसव खर्चों के 1/8 भाग का समायोजन जिकित्सा हितलाभों पर अध्य की भावत उनके दावे की प्रतिपूर्ति करते भवय किया जाएगा।

बालू वित्तीय वर्ष के दौरान नियटान के लिए संभावित पिक्ली देयताओं को पूरा करने के लिए 10,33.16 लाख रुपये की राशि की अवधारणा की गई है जबकि 1981-82 अध्य के बजट प्राक्कलन में इस संबंध में 10,94.86 लाख रुपये की अवधारणा की गई थी।

चिकित्सा हितलाभों पर अध्य में 1981-82 के परिणामित प्राक्कलन में बुद्धि मुख्य रूप से जिकित्सा देवरेल की किट्स में सुवर्त तथा व्याप्ति में बुद्धि के कारण हुई है।

क—मदबह हितलाभ

11.2 77,60.46 लाख रुपये की मूल अवधारणा के स्थान पर विवरण-क्ष में दिए गए अधीरे के प्रभुपात्र विभिन्न नकद हितलाभों के लिए 1981-82 के परिणामित बजलनों में 90,75.28 लाख रुपये की अवधारणा 1981-82 वित्तीय वर्ष के पहले आठ महीनों के बास्ताविक शांकों तथा ऐष महीनों की अनुमानित आवश्यकता पर आधारित है।

बीमारी हितलाभ के मामले में प्रति कम्बारी प्रति वर्ष हितलाभ विनों की भीमत संबंध में बुद्धि हुई है। प्रति कम्बारी बीमारी हितलाभ तथा अस्थायी अवधारणा हितलाभ की वैनिक दर की भीमत राशि में भी बुद्धि हुई है जैसा कि नीचे विज्ञाया गया है—

बीमारी हितलाभ अस्थायी अवधारणा हितलाभ

प्रति कम्बारी	1977-78	6.0	0.97
प्रति वर्ष हित	1978-79	6.8	1.13
लाख रुपये	1979-80	7.8	1.10
की भीमत संबंध	1980-81	8.0 रु	1.19
प्रति कम्बारी	1977-78	8.31 रु	9.39 रु
प्रति वर्ष	1978-79	8.92 रु	10.10 रु
भीमत हितलाभ	1979-80	9.54 रु	10.72 रु
वर	1980-81	10.29 रु	11.79 रु

बीमारी हितलाभ के मामले में प्रति कम्बारी प्रतिवर्ष हितलाभ विनों की भीमत संबंध तथा बीमारी हितलाभ भीर अस्थायी अवधारणा हितलाभ के मामले में प्रति कम्बारी प्रति विनों भीमत हितलाभ वर में बुद्धि 1981-82 के रोगावित प्राक्कलनों में बड़ी हुई अवधारणा के परिणामस्वरूप हुई है।

राज्य सरकारों को यह मलाह भी गई है कि वे शिथिल प्रभाणन काम करें तथा भावशक आदि के बंगालकर बेहतर नियंत्रण रखें। हड्डियों का भवित्वी आदि के दौरान शिथिल प्रभाणन के प्रस्तुत पर विकार करने के लिए एक पार्मित का गठन किया गया था। उस समिति की रिपोर्ट स्थायी समिति तथा निगम के समक्ष प्रस्तुत की जा रही है।

ग—भाव वित्तव्य

12. विविध मर्दों पर व्यय को पूरा करने के लिए ग—भव वित्तव्य के अंतर्गत बजट प्राक्कलनों में भी गई 22.14 लाख रुपये की बजाए परियोजना प्रावृत्त हुये की घन-व्यवस्था की गई है। हन मर्दों में चिकित्सा बोडी तथा अपील न्यायाधिकरणों को दी गई फीस, चिकित्सा बोडी तथा चिकित्सा निर्देशियों के समक्ष उपस्थित होने के लिए बीमाहत व्यक्तियों द्वारा परिवहन पर संधें किए गए व्यय की प्रतिरूपि के लिए उन्हें की गई भद्रायगियों तथा चिकित्सा बोडी के समक्ष उपस्थित होने के लिए बीमाहत व्यक्तियों को मन्त्रीरूपी की हानि के लिए देय व्यय और बीमाहत व्यक्तियों की शब्द परीक्षा के लिए दी गई फीस तथा रोगमार बोर्ड आदि के मामलों का निर्णय करने के लिए पुलिस रिपोर्ट तथा अव्यवहारण प्राप्त करने के बब्बन में पुलिस अधिकारियों को देय भवें शामिल करने हुए भाव विविध जर्जे शामिल हैं।

प्रशासन खबरें

13. 1981-82 वर्ष के दौरान प्रशासन पर कुल खर्च का बजट स्तर पर 15,38,99 लाख रुपये का अनुमान लगाया गया था जबकि भव 15,74,30 लाख रुपये का अनुमान है। भव-व्यवस्था 1981-82 के पहले मात्र मास के दौरान किए गए वास्तविक व्यय (आठ मास के देन और भवों के वास्तविक आकड़ों को शामिल करने) तथा वर्ष के आकौ पांच मास के दौरान किए जाने वाले संभावित व्यय पर आधारित है। आकौ पांच मास के आकड़ों में कुछ ऐसी मद्दों पर व्यय शामिल है जो वर्ष के अंत में वार्षिक रूप में समायोजित की जाती है जैसे आरक्षित निर्धायों में अंतिम वार्षिक भव-व्यवस्था तथा मूल्यहास खर्च, पेंशन आरक्षित निर्धाया कर्मचारी-राज्य बोर्ड निगम अंशदार्पी भविष्य निधि में निगम का अंशबदान।

1981-82 के परियोजित प्राक्कलनों में अधिक घन-व्यवस्था के कारण संक्षेप में विस्तृतित है:—

क—वेतन

- (1) वर्ष 1981-82 के दौरान मंजूर की गई 1-12-1980, 1-2-1981, 1-4-1981, 1-6-1981 से महानार्दी भवते में बृद्धि।
- (2) 1,600 रुपये प्रति महीन के परियोजित वेतन की तर्दी अवयगी (49.09 लाख रुपये)

ख—आकस्मिक व्यय

केन्द्रीय सरकार द्वारा पहले अनुमोदित 1981-82 के बजट प्राक्कलन के अनुसार इस गीर्वे के अंतर्गत व्यवस्था रखी गई है।

ग—भाव खबरें

परियोजित प्राक्कलन 1981-82 में बजट मुख्य रूप से क० रा० र्ब०० निगम भविष्य निधि के अंशबदारों को देय व्यज (53.55 लाख रुपये) की कटौती के कारण है जैसाकि भविष्य निधि जमा के निवेश पर बसूल किए गए झाज को प्रति कन्ट्रा डेबिट में अव बसूल किया जा रहा है।

अ—स्पष्टताल/ओवधालय

14. इस गीर्वे के अन्तर्गत-व्यवस्था में इस उद्देश्य के लिये निर्धारित पूर्जीगत लागत की 4% की दर पर (1) अस्तान तथा ओवधालय भवतों का मूल्यहास (61.73 लाख रुपये) तथा (2) इन भवतों की मरम्मत तथा अनुरक्षण (2,46.42 लाख रुपये शामिल है)।

पूर्जीगत निर्माण तथा आपात आरक्षित निधियों में आपात पूर्जीगत निर्माण आरक्षित निधि:

15. 1. कर्मचारी राज्य बोर्ड अधिनियम, 1948 की धारा 28(iv) के उपबन्धों के अनुसार कर्मचारी राज्य बोर्ड निधि का जिन कारों के लिये इसेमाल किया जायेगा, उनमें से एक “बीमाहत व्यक्तियों के हितनाम के लिये तथा जहा चिकित्सा हितनाम का विस्तार उनके परिवारों पर किया गया है, वहां उनके परिवारों के लिये भी अस्पताल, ओवधालय तथा अन्य स्थानों की स्थापना। अनुरक्षण और अन्य संवर्तन में भवतों को व्यवस्था करना” है। निगम ने अपनी 2 फरवरी, 1974 को दृष्ट बैठक में निर्णय किया कि “नियोजकों तथा “कर्मचारियों” के अंशदान से प्राप्त कुल राजस्व का 10 प्रतिशत अनुमान: 8 : 2 के अनुपत्ति में अस्तानों, ओवधालयों तथा अव्यवहारण प्राप्त विकित्सा संस्थानों तथा कार्यालय भवतों और स्टाफ क्वार्टरों के निर्माण के लिये पूर्जीगत निर्माण आरक्षित निधि में जमा कर दिया जाये।

1981-82 के परियोजित प्राक्कलनों में अस्तानों से आप की 5% की दर पर 9,44.00 लाख रुपये की व्यवस्था की गई है क्योंकि निर्माण-विकास कारों से पर्याप्त निधियों उपलब्ध नहीं हैं:—

(1) “व्याज तथा लाभाश” से आप में कमी “पुनः निवेश योजना” में निवेश के कारण हुई है जिसके अन्तर्गत 1982-83 से आगे परिषक्तता पर आप जल्दी सुलभ होगा।

(2) नकद हितनामों पर वर्ष 1981-82 के बजट प्राक्कलनों से 13,14,82 लाख रुपये बढ़ गया है।

(3) चिकित्सा हितनामों पर व्यय 1981-82 के बजट प्राक्कलनों से 1,23,80 लाख रुपये बढ़ गया है।

9,44.00 लाख रुपये की कमी 1982-83 के बजट प्राक्कलनों में पूरी कर ली गई है।

आपात आरक्षित निधि

15. 2. निगम की दिनांक 17 मार्च, 1973 को दृष्ट बैठक में लिये गये निर्णय के अनुसार व्यय से अधिक आप का 1/20 प्रतिशत आपात आरक्षित निधि में जमा किया जाता है। वर्षों कि स्थूलतम राशि एक करोड़ रुपये हो। यह राशि एक करोड़ रुपये से कम होने पर संपूर्ण राशि इस निधि में जमा की जाती है। अनुसार 1981-82 के परियोजित प्राक्कलनों में 95.18 लाख रुपये की घन-व्यवस्था की गई है। पूर्जीगत लेखे पर व्यय

16. 1. 1981-82 के बजट प्राक्कलनों को तैयार करते समय निर्माण कारों पर 8,50.00 लाख रुपये के व्यय का अनुमान था (कार्यालय भवतों तथा स्टाफ क्वार्टरों के निर्माण के लिये 1,07.92 लाख रुपये तथा अस्पतालों, ओवधालयों तथा उनमें स्टाफ क्वार्टरों के निर्माण के लिये 7,42.08 लाख रुपये)। शुरू की गई परियोजनाओं की प्रगति को व्याप्ति में रखने हुए परियोजित प्राक्कलनों में 10,22.00 लाख रुपये (कार्यालय भवतों तथा स्टाफ क्वार्टरों के निर्माण के लिये 1,64.00 लाख रुपये तथा अस्पताल, ओवधालय तथा उनमें स्टाफ क्वार्टरों के निर्माण के लिये 8,58.00 लाख रुपये की व्यवस्था की गई है।

16. 2. 1981-82 के परियोजित प्राक्कलनों में नई स्टाफ कारों की खरीद के लिये 1,73 लाख रुपये की व्यवस्था की गई है जबकि 1981-82 के बजट प्राक्कलनों में 0.60 लाख रुपये की व्यवस्था की गई थी।

व्यय से अधिक आप

17. बजट स्वर वर व्यय से 5,92.88 लाख रुपये की अधिक आप का अनुमान लगाया गया था। नेत्रिका परियोजित प्राक्कलनों के

अनुरूप रूप से अधिक आय नहीं है। कमी का सोटे तौर पर नियंत्रकार विस्तैरण किया जा सकता है।

(लाख रुपयों में)

I. निम्नलिखित पर व्यय में बढ़ि

(क) चिकित्सा हितनाम	1,23.80
(ख) नकाव हितनाम	13,14.82
(ग) अन्य हितनाम	5.65
(घ) प्रशासन खर्च	35.31
(ज) अस्पताल तथा औषधालय (मूल्यांकन, मरम्मत तथा अनुरक्षण)	16.75
(च) पूंजीकृत नियमण तथा ग्रामण व्यवस्था निधि	(—) 9,44.00
(झ) आपात प्रारक्षण निधि:	(—) 53.04
जोड़ 1	4,99.29
II. राजस्व आय में कमी	93.59
निवल कमी	5,92.88

1982-83 के बजट प्राक्कलन

I.—आय

अंशवान

18.1. 1981-82 के परिशोधित प्राक्कलन (ख) 1982-83 के दौरान "शामिल" किये जाने वाले 65.12 लाख कर्मचारियों (भारित भ्राता) की प्रश्यांगत संख्या तथा (ग) अंशदारों से लाभग्र 300 रुपये की अनुमानित प्रति व्यक्ति वार्षिक आय को इतने में रखते हुए अंशदारों (नियोजकों तथा कर्मचारियों के शेयर) से 1,95,30.00 लाख रुपये की आय का अनुमान लगाया गया है।

18.2. नीचे तालिका में 1976-77 से प्रति व्यक्ति अंशदाता से आय को विद्यायत गया है:—

1976-77	1977-78	1978-79	1979-80	1980-81
236 रु	239 रु	250 रु	271 रु	292 रु
1981-82	1982-83			
अनुमानित आंकड़े	अनुमानित आंकड़े			
296 रु	300 रु			

अधिशेष रोकड़ बकायों के निवेश से प्राप्त व्यवस्था

18.3. 1982-83 के बजट प्राक्कलनों में बढ़ि पून. निवेश योजना के अन्तर्गत अकूशर, 1976 के बाद किये गये निवेशों पर संचयी व्याज की वसूली के कारण है। 1 मार्च, 1977 से फरवरी, 1978 तक उपर्युक्त योजना के अधीन किये गये निवेशों पर संचयी व्याज की वसूली 1982-83 में की जायेगी।

निगम के स्वामित्व में आने वाले अस्पताल तथा औषधालय भवनों का किराया

18.4. निगम के स्वामित्व में आने वाले अस्पताल तथा औषधालय भवनों के किराये की आवत राज्य भरकारों से 6,22.41 लाख रुपये की राशि वसूल होने की संभावना है। 1982-83 के बजट प्राक्कलनों में अधिक धन-व्यवस्था अधिक सकारा में अस्पताल चालू होने के कारण है।

II.—व्यय

19. 1981-82 के परिशोधित प्राक्कलनों में तत्संबंधी व्यवस्था की दूलना में 1982-83 के बजट प्राक्कलनों में विभिन्न गीवों के अन्तर्गत अधिक धन-व्यवस्था मुख्य रूप से निम्नलिखित कारणों से है:—

- (1) ऐसे श्रेष्ठों नवा सम्यापनाओं में योजना को पूरे तर्थ बनाना जिनमें कार्यान्वयन 1981-82 वर्ष के दौरान किया गया है।
- (2) योजना का नये श्रेष्ठों/सम्यापनाओं में विस्तार।
- (3) कार्यान्वयन श्रेष्ठों में रोजगार में मंभावन बुढ़ि, सथा
- (4) बीमाहृषि व्यक्तियों के परिवारों को विकित्सा देख-रेख की दृष्टि में सुधार।

क—चिकित्सा हित लाभ

20.1. 1981-82 के परिशोधित प्राक्कलन वर्ष के दौरान अनुमानित प्रतिवर्षित व्यावस्था भवित्वाओं के परिवारों को चिकित्सा देख-रेख की दृष्टि में सुधार की ज्ञान में रखने के लिये विकित्सा हितलाभों के लिये (लिखित देवानामों के 12,25.26 लाख रुपये की राशि को शामिल कर के) 1982-83 के बजट शास्त्रानामों में 86,77.33 लाख रुपये की कुल धन-व्यवस्था की गई है। 1982-83 के दौरान योजना के अन्तर्गत शामिल किये जाने वाले कर्मचारियों की संख्या का 65.12 लाख (भारित भ्राता) होने का अनुमान है। इस धन-व्यवस्था में संघ राज्य शेष, विनों में बीमाहृषि व्यक्तियों नया उत्क परिवारों को चिकित्सा देख-रेख की व्यवस्था करने के लिये 1982-83 के दौरान निगम द्वारा सीधे खर्च किये जाने वाले 5,04.15 लाख रुपये तथा धूत्तर शमर्दि में महिला कर्मचारियों नया बीमाहृषि व्यक्तियों की पतियों की प्रसूति शुल्क की अदायगी की बाबत निगम द्वारा सीधे खर्च किये जाने वाले 10.00 लाख रुपये भी शामिल हैं।

बजट प्राक्कलनों में यथा अवश्यित प्रति कर्मचारी प्रति वर्ष चिकित्सा देख-रेख के निगम के शेयर की औसत अनुमानित लागत निम्नलिखित है:—

1978-79	1979-80	1980-81	1981-82	1982-83
परिवारित वर्ष प्राक्कलन				
रु	रु	रु	रु	रु
92.00	107.32	115.81	126.53	132.28

20.2. 1980-81 तक राज्य संस्कारों द्वारा किये गये विकित्सा खर्च में अपने शेयर की प्रतिपूर्ति की बाबत निगम की बकाया देवाना 25.39.24 लाख रुपये होने का अनुमान है। इसमें से 1981-82 के दौरान 10.33.16 लाख रुपये के बाबों की अदायगी का अनुमान है। 1981-82 तक 15.06.08 लाख रुपये की बकाया राशि में से 1982-83 के दौरान लेखा परीक्षा प्रमाण-पत्र प्राप्त होने पर 12.25.26 लाख रुपये की राशि दिये जाने की संभावना है।

क—तकद वित्तसाम

21.1. 1981-82 के परिशोधित प्राक्कलनों तथा नये श्रेष्ठों तथा संस्थापनाओं में योजना के विस्तार को ध्यान में रखने हुए 1982-83 के दौरान नकद हितलाभों पर 93.75.81 लाख रुपये व्यर का अनुमान है। योजना के अन्तर्गत शामिल किये जाने के लिये संभावित नये श्रेष्ठों में हितलाभ प्रवधियां शुरू करने के लिये भी सम्बिन्दि गुजाराश रखी गई वर्ष के दौरान होने वाली रोजगार छोटों से उत्पत्ति हुई/होने के लिये संभावित स्थायी (अस्थिक तथा पूर्ण) अपनाना तथा आप्रिताजन हितलाभ की कुल देवानामों के पूंजीकृत मूल्य के लिये भी बीमाकन प्राक्कलनों के आधार पर व्यवस्था कर ली गई है।

21.2. भार. देश 12 में उल्लिखित अन्य हितनामों के अन्तर्गत 29.07 लाख रुपये की घटवस्था की गई है।

21.3. प्रतिवर्षित खर्च

बजट प्राक्कलनों में यथा-अवश्यित प्रति कर्मचारी प्रति वर्ष तकद हितलाभों के विभिन्न वर्गों की औसत अनुमानित लागत नीचे दी गई है।

हितलाभ	वास्तविक प्राकड़े 1979-80	वास्तविक प्राकड़े 1980-81	परिसीधित प्राकलन (रुपये में) 1981-82	बजट प्राकलन 1982-83
1. (विभारी हितलाभ (विस्तारित भीमारी हितलाभ महित)	74.56	89.32	101.95	99.28
2. प्रसूति हितलाभ	3.43	3.55	3.47	3.43
3. अस्थायी अपरंगता हितलाभ	11.76	14.07	18.78	19.03
4. स्थायी अपरंगता हितलाभ (पूजीकृत मूल्य)	11.03	19.01**	15.91	16.81
5. आश्रितजन हितलाभ (पूजीकृत मूल्य)	2.99	7.65**	4.94	5.80
6. अन्येष्टि हितलाभ	0.17	0.17	0.16	0.17
7. अस्थ हितलाभ	0.29	0.35	0.44	0.45
8. अशक्तता हितलाभ	—	—	—	0.15
जोड़	1,04.23	1,34.12	1,45.65	1,45.12

**प्रति व्यक्ति व्यय स्थायी अपरंगता हितलाभ तथा आश्रितजन हितलाभ के संबंध में क्रमशः 2,70.42 लाख रुपये तथा 1,59.58 लाख रुपये के एक मुश्त ममायोजन की राशि को शामिल करके निकाला गया है।

अशक्तता हितलाभ की गुणवत्ता

22 रोजगार चोट के अलावा अस्थ कारणों से अशक्तता की आकस्मिकता को पूरा करने के लिये नियम ने कर्मचारी राज्य बीमा अधिनियम में अशक्तता हितलाभ की योजना शुरू करने का अनुमोदन किया है। कर्मचारी राज्य बीमा अधिनियम में संशोधन केस्ट्रीय सरकार के द्वितीय वीन है। अतः 1982-83 के बजट प्राकलनों में आवश्यकता हितलाभ के लिये 10.09 लाख रुपये की संकेतिक व्यवस्था कर ली गई है।

प्रशासन व्यय

23. 1. 1982-83 के बजट प्राकलन में प्रशासन पर व्यय के लिये कुल मिलाकर 16,84.57 लाख रुपये की व्यवस्था की गई है।

1981-82 के परिसीधित प्राकलनों में कुल बेतन तथा भत्तों के लिये 11,85.66 लाख रुपये की व्यवस्था की गई जबकि 1982-83 के बजट प्राकलन में 12,57.10 लाख रुपये की व्यवस्था की गई है। बजट प्राकलन में 71.44 लाख रुपये की अतिरिक्त व्यवस्था में (क) 1-12-80, 1-2-81, 1-4-81 तथा 1-6-1981 से बंजूर किये गये अनियिक महानाई भत्तों का पूर्ण व्यय-भार (ख) सामाजिक बेतन वृद्धिया तथा इसके परिणामस्वरूप भत्तों में वृद्धिया (ग) व्यापित में वृद्धि तथा काफी नये स्वास्थीय कार्यालयों के बुनियों के कारण 1982-83 के दौरान सूत्रज्ञ किये जाने वाले अनियिक पद (युप "ख"-2, युप "ग"-60 तथा युप "घ"-23) (घ) 1981-82 में स्वेच्छता अनियिक पदों का 1982-83 वर्ष के दौरान पूर्ण व्यय-भार शामिल है।

उप शीर्ष

	वास्तविक प्राकड़े 1978-79	वास्तविक प्राकड़े 1979-80	वास्तविक प्राकड़े 1980-81	परिसीधित प्राकलन 1981-82	बजट प्राकलन 1982-83
बेतन तथा भत्ते	13.55	14.54	17.11	18.59	19.30
आकस्मिक व्यय	2.50	2.72	3.36	3.47	3.89
अस्थ विविध व्यय	1.46*	2.01	2.43	2.62	2.67
जोड़	17.51	19.27	22.90	24.68	25.86

*व्यवहार के वर्षों में पेशन आरक्षित निधि में अधिक व्यन्ति-व्यवस्था के समायोजन के कारण इस शीर्ष में 33.67 लाख रुपये जमा न किये गये होते हैं जो तो प्रति व्यवहार का व्यय 2.06 रुपये होता।

23. 4 अंशदान से होने वाली आप तथा अदा किये गए हितलाभों आदि को लूकना में प्रशासनिक लागत को प्रतिशतता नीचे दिखाई गई है --

प्रस्तुति/प्राप्ति

	वार्षिक आंकड़े	वार्षिक आंकड़े	वार्षिक आंकड़े	परिवेश		बजट प्राकलन
				प्रतिशत	प्रतिशत	
	(क)					
अंशदान		6.78	7.12	7.85	8.34	8.62
कुल राजस्व		6.31	6.70	7.30	7.81	7.22 (ग)
हितलाभ		9.40	8.93	9.25	9.14	9.32
कुल राजस्व तथा अंशदान		7.26	7.15	7.50	7.81 (घ)	7.29 (घ)
हितलाभ तथा अंशदान		3.94	3.96	4.25	4.36	4.48

(क) उत्तरींगत वर्ष में कमी करके 33.67 लाख रुपये के समांगेजन से व्यवधार की प्रतिशतता में भूमूली गिरवट आ गई है।

(ख) युद्ध प्रतिशत निर्माण आरक्षित निधि के संबंध 9,44.00 लाख रुपये (अंशदानों से आप की 5% की वर पर) की कम अवधार के करण है। 10% की सामान्य दर पर अवधार किये जाने की स्थित में व्यवधार की प्रतिशतता 7.53% निकलती है।

(ग) 1982-83 के दोगन प्रगतिकरण पर "पुनर्निवेशयोजना" के अन्तर्गत निवेशों पर सब्याज की भूमूली से व्यवधार की प्रतिशतता में कमी आई है।

(घ) व्यवधार में कमी निम्नलिखित के कारण हुई है --

(1) 1981-82 के दोगन पूर्जीगत निर्माण आरक्षित निधि के संबंध में 9,44.00 लाख रुपये की कम अवधार, जिसे 1982-83 में पूरा किया गया है।

(2) भौमारी हितलाभ की अवधारी की उच्च घटना दर।

प्रस्तुति/प्राप्ति

24. इस भीषण के अन्तर्गत धन-अवधार के निम्नलिखित शामिल हैं --

- (1) प्रस्तुति तथा ग्रोधारण भवनों का स्थानकाल (66.03 लाख रुपये)।
- (2) इन भवनों की संरक्षण तथा अनुरक्षण (2,64.11 लाख रुपये)।

धन अवधार की पूर्जीगत लागत की निर्वाचित प्रतिशतताओं के अनुसार की गई है।

पूर्जीगत निर्माण तथा प्राप्ति आरक्षित निधियों में अंशदान

25. पूर्जीगत निर्माण आरक्षित निधि तथा आपात आरक्षित निधि में अंशदान के लिये कम्या: 28,97.00 लाख रुपये। 1981-82 के लिये 9,44.00 लाख रुपये तथा 1982-83 के लिये 19,53.00 लाख रुपये तथा 1,04.00 लाख रुपये की अन-अवधार की गई।

पूर्जीगत लेखे पर अव्य

26. 1. यह अनुमान लगाया गया है कि 1982-83 के दोगन निर्माण कारों तथा प्रस्तुतानों के लिये उत्तरकर की खोद पर 12,30.00 लाख रुपये अच्छ होंगे जिनका धौरा नीचे दिया गया है :--

(लाख रुपयों में)

1. कार्यालय भवन तथा स्टाफ ब्लाउर

आमूल्य निर्माण कार्य	29.64
नये निर्माण कार्य	1,98.36
अस्पताल, ग्रोधारण तथा स्टाफ ब्लाउर और स्वास्थ्य लाइन गूह	3,00.93
काल्पनिक कार्य	7,11.07
नये निर्माण कार्य	12,30.00
जोड़ 1 तथा 2	

26. 2. 1982-83 के बजट प्राकलन में सामान्य राजस्व में वाले स्टाफ कारों तथा एक सीन पहिए वाले स्कूटर की अवैध के लिये 1.78 लाख रुपये की अवधार की गई है।

धन से अधिक आग

27. 1982-83 के बजट प्राकलनों में 2,51.34 लाख रुपये अव रो प्रधिक आग का अनुमान लगाया गया है।

अन्त रोकड़ शेष

28. 31 मर्च, 1982 तथा 31 मार्च, 1983 को बैंकों में तथा राकड़ शेष का अनुरूप ब्रम्भा 6,90.00 लाख रुपये, तथा 7,10.00 लाख रुपये का अनुमान है।

मास के पहले तीन सप्ताहों के दोगन 1 अप्रैल को बैंकों का विवरण करने, प्रशासनिक खर्च पूरा करने सम्भालत अधिकारियों को नकद हितलाभों की अवधारी करने के लिये बोनों का यारिलियों, स्थानीय कार्यालयों तथा अन्य कार्यालयों द्वारा लगभग 5,00.00 लाख रुपये की राशि अपेक्षित है। लगभग 1,50.00 लाख रुपये की अन्य राशि शेषीय कार्यालयों के लेखा संक्षय 1 (संग्रह सेवा) में शेष पड़ी है। यह 30 तथा 31 मार्च को प्राप्त अंशदानों की सूचक है और दिल्ली में नियम के मध्य लेखों में 31 मार्च को आप अन्तर्दित को जाती है।

मासिक अपेक्षित

29. 1 पर्वत राकड़ का शेषते हुए नियम की अर्थव्याप्ति अपेक्षित पर्वत मंत्रीपञ्चक रहेगी। सामान्य राकड़ शेष में से पिछले वर्षों के दोगन किये गये निवेशों में से 14,14.87 लाख रुपये की राशि 1981-82 वर्ष में परिपक्व हो जाएगी और 31,46.18 लाख रुपये की राशि 1982-83 वर्ष में परिपक्व हो जाएगी।

29.2. अधिरोप रोकड़ बकायों के दोषकालीन निवेश के संबंध में नीचे दी गई स्थिति की संभावना है—

	1981-82	1982-83
	(लाख रुपयों में)	
प्रादि रोकड़ योग्य	9.37.57	6.90.00
व्यय में अधिक अधिक		
(1) राजस्व लेखा	मूल्य	2,51.34
(2) अन्य योग्य		
अहन, जमा पेशियां आदि	+ 15.55	(—) 25.77
जोड़	9,53.12	9,15.57
घटाएं—बैंकों में नथा रोकड़ योग्य	(—) 6.90.00	(—) 7,10.00
(अस्त्र और)		
नामांग राहड़ योग्य का निवेश	2,63.12**	2,05.57**
पोष्य अधिरोप		

**इन अरकड़ों में निवेश राह अवधित नियमों तथा आपात अवधित नियम से किये गये निवेश शामिल नहीं हैं।

30.1. परिशिष्ट—2 में दिया गया विवरण विनाशित व्यापक है—

(क) अंशदान से प्राप्त प्रति अधिक आय।

(ख) राजस्व लेखा में (पूजीगत नियम तथा आपात अवधित नियमों में अन्वरित नियमों को छोड़कर) (प्रति व्यक्ति व्यय)

नथा

(ग) 1970-71 से अंशदान आय में गंभीरण।

30.2. परिशिष्ट III (क) नथा III (ख) में दिये गये विवरण मौजूदा व्यापत्ति के आधार पर 1950-51, 1981-82, 1982-83 तथा 1983-84 के दौरान प्रति व्यक्ति राजस्व आय तथा राजस्व व्यय में संभावित वृद्धि के सचर हैं।

यह उल्लेखनीय है कि 1981-82 वर्ष के दौरान व्यापक नथा लाभों में आय में कमी के कारण नियम की वज्र नियमित पर कुछ दबाव रहा है। पूजीगत नियम आवधित नियम में कम धन अवधित करके नियमित पर काम पाया गया है। 1982-83 के दौरान पर नियम योजना के अन्वरित नियमों पर संतरी आज भी व्यूली में नियमित मूधार छोड़ा तथा 1982-83 के वज्र प्राक्कलन में उपर्युक्त की हो पूरा किया गया है। 1982-83 में आय नियम की वज्र नियमित संतोषजनक रहने की संभावना है।

गोपनीय व्यापराभिनन्दन, वित्तीय संवाहकार
एवं मुख्य लेखा अधिकारी
कर्मचारी राज्य वीमा नियम

विस्तीर्ण प्राक्कलन

कर्मचारी राज्य वीमा नियम

1981-82 वर्ष के परिशोधन — प्राक्कलन तथा

1982-83 वर्ष के वज्र — प्राक्कलन
विवरण—“क” प्रालियों

देखा शीर्ष

राजस्व के प्रधान शीर्ष

(1) अंशदान

नियोजकों तथा कर्मचारियों का योग्य

वास्तविक आकड़े 1980-81	वज्र 1981-82	परिशोधन 1981-82	वज्र 1982-83
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(लाख रुपयों में)

1,79,76.57 1,88,80.00 1,88,80.00 1,95,30.00

(2) चिकित्सा द्वितीय पर नियम द्वारा प्राप्त में किए गए व्यय में राज्य मरकारों संच राज्य भेंतों का योग्य

29.51 49.44 95.19(क) 52.32

राजस्व के व्याप्त शीर्ष

(3) आज तथा आजाम (ग)

4,62.48 5,20.13 3,05.95(ख) 27.82.13(ख)

(4) मृदावजा

2,97.67 2,87.56 2,78.39(ग) 3,13.15(ग)

(5) कियारा, दर तथा कर

(1) नियम के कार्यालय (स्टाफ ब्वार्टरों संहारा)

8.31** 8.00 7.05 7.60

(2) अस्त्रायाम, आपात्यायाम (स्टाफ ब्वार्टरों संहित)

4,77.84 4,38.00 5,44.04 6,22.41

(6) शूलक, जुर्माना तथा जब्तिया

45.02 36.48 27.46 28.84

(7) विविध

24.11 21.36 9.30(घ) 8.76(घ)

जोड़—राज्यव्यय

1,93,21.53 2,02,11.47 2,01,47.88 2,33,15.26

इसमें निदेशालय (चिकित्सालय) विभाग में संबंधित प्रालिया शामिल है।

अहन, आवधित नियमियों, जमा पेशियों, तथा प्रेषण

आवारण व्यय

राज्य मरकारों द्वारा अहन की वापसी

28.22 23.65 25.32 19.83

जोड़—साधारण व्यय

28.22 23.65 25.32 18.93

(क) इसमें पिछले वर्षों से संबंधित 35.22 लाख रुपयों के बकायों की व्यूली शामिल है।

(ख) आपात्यायक शापन का पैरा 9.6 देखें।

(ग) आपात्यायक शापन का पैरा 3.7 देखें।

(घ) इसमें अनुलिपि पहचान पदों की लागत से होने वाली आय अधिक प्रदायियों की व्यूलियों, नेत्रा परीक्षा में अन्वेषण व्यय, छुट्टी वेतन और पेशन अंशदान तथा केन्द्रीय मरकारी स्थान्य योजना की व्यूलियों, पिछले वर्षों में किये गये सेवा व्यय की व्यूलियों, मुकदमों की लागत वी व्यूलियों, आदि शामिल हैं जिनका मरकारी-मरकारी प्रनुभान नहीं लगाया जा सकता। व्यापक व्ययोंकी ये घटती-प्रवर्ती होती हैं।

*इसमें निदेशालय (चिकित्सा) विभाग में संबंधित प्रालियों शामिल हैं।

लेखा शीर्ष

वार्षिक आवृत्ति	बजट	परिशोधन	बजट
1980-81	1981-82	1981-82	1982-83

(नाल्ल रूपयों में)

अनिवार्यक ऋण

कर्मचारी राज्य बीमा निगम समान्य भविष्य निधि

(1) कर्मचारियों को अशदान	2,28 14(₹)	1,70 00	1,71 40	1,80 00
(2) कर्मचारियों के अशदान पर व्याज	47 21	41 50	52 25	57 50
क० रा० ब०० निगम अणद यों भविष्य निधि				
(1) कर्मचारियों को अशदान	(--) 55 90(₹)	1 70	1 41	1 45
(2) निगम ता अशदान	(--) 1.41(₹)	0 35	0 40	0 45
(3) निम्नलिखित पर व्याज				
(a) कर्मचारियों का अशदान	0 65	2 15	0 75	0 86
(b) निगम का अशदान	0 46	0 40	0 55	0 60

क० रा० ब०० निगम युप बीमा निधि

(1) वर्ष के दौरान वापिक धन अवस्था	5 66	6 00	5 75	6 00
(2) निवेश पर प्राप्त व्याज	0 11	0 12	0 15	1 22
(3) दौरान बीमा निगम समान बाजार राशि	0 65	0 50	0 80	1 00

आड़-अनिवार्यक ऋण

आरक्षन निधि

निगम के कार्यालय भवना (स्टाफ क्वार्टर सहित) का मूल्यहास आरक्षन
निधि लेखा

(1) निधि में अन्तर्लिख वापिक मूल्यहास प्रभार	4.08	8 20	5.32	6.53
(2) निवेशों पर प्राप्त व्याज	1.04	1 16	0 88(₹)	7.23(₹)

अन्यताल निवा औपधालय भवना (स्टाफ क्वार्टर सहित) का मूल्यहास

आरक्षन निधि लेखा

(1) निधि में अन्तर्लिख वापिक मूल्यहास प्रभार	46.42	59.84	61.73	66.03
(2) निवेशों पर प्राप्त व्याज	11.91	13.31	10.01(₹)	82.51(₹)

स्टाफ कारा का मूल्यहास आरक्षन निधि लेखा

(1) निवा म अन्तर्लिख वापिक मूल्यहास प्रभार	-- (₹)	-- (₹)	0.56(₹)	0.58
(2) निवेशों पर प्राप्त व्याज	0.16	0.18	0.12(₹)	1.01(₹)

धटाएँ-वर्ष म आन्विक अदायगिका

-- (--) 0 60

-- -- -- --

निगम के कार्यालय भवना (स्टाफ क्वार्टर सहित) का सरम्भत थ अनुरक्षण

आरक्षन निधि लेखा

(1) निधि म अन्तर्लिख वापिक सरम्भत थ अनुरक्षण प्रभार	16 32	24 36	21 28	26 10
(2) निवेशों पर प्राप्त व्याज	0 67	0 75	0.67(₹)	5.55(₹)

(3) निर्माण एजेंसियों द्वारा पिछल वर्षों की अधिक नियन्त्रित वापिक की गई

राशिया

2.52

-- -- -- --

धटाएँ-वर्ष के दौरान निर्माण एजेंसियों का दी गई आप्रम राशि

(--) 10.54

(--) 14.00

(--) 11.00

(--) 12.00

(4) इसमें पेशेव योजना कार्यकलप देन थार्ने कर्मचारियों के सबध में अशदार्थी भविष्य निधि से सामान्य भविष्य निधि में अतिरिक्त राशि शामिल है।

(5) कर्मी 'पुन निवेश योजना' म निवेश के कारण है जिसके अन्तर्गत देश व्याज वापिक वापिक योजना पर ही जमा किया जायेग।

(6) वृद्ध 'पुन निवेश योजना' क अवधार निवेशों पर संचयत योजना की वसूली के कारण है।

(7) निधि म स्टाफ कारा क अप नून थ आधार राशि दू जाने से नियन्त्रित लेखा परेता आपनि के नियन्त्रित दून तक गोई धन अवस्था नहीं की गई है।

(8) इसमें 1980-81 वर्ष क लिय धन अवस्था क मध्यम 0.23 लाख रुपय शामिल है।

लेखा शीष

वार्षिक आवृत्ति	बजट	परिवर्तित	बजट
1980-81	1981-82	1981-82	1982-83
(लाख रुपयों में)			

प्रस्ताव नया औषधालय भवन (स्टाफ क्वार्टर संहित) का भरमन व अनुरक्षण

आरक्षित निधि लेखा

(1) निधि में अतिरिक्त वार्षिक अनुरक्षण व भरमन प्रभाव	1,85 66	2,32 06	2,46 92	2,64 11
(2) निवेशों पर प्राप्त व्याज	14 53	16 23	12 62 (क्ष)	1,04 03 (क्ष)
(3) निर्माण एवं विभिन्न द्वारा पिछले वर्षों का अधिक गर्भायाम में से व्याप्त वा. गई राशि	(—) 23 67	—	—	—

घटाए वर्ष के दौरान निर्माण एवं विभिन्न द्वारा वार्षिक अनुरक्षण व भरमन प्रभाव स्थावरी (प्राथमिक तथा पूर्ण) अपगला हितलाभ आरक्षित निधि लेखा

(1) निधि में अतिरिक्त वार्षिक राशि	11,70 87 (क्ष)	8,86 30	10,14 84	10,94 53
(2) निवेशों पर व्याज प्राप्त	51 75	57 82	48 10 (क्ष)	3,96 48 (क्ष)
घटाए—वर्ष में वार्षिक अवायविधि	(—) 7,28 96	(—) 7,18 29	(—) 8,51 64	(—) 8,83 72

प्राथित जन वित्तलाभ आरक्षित निधि लेखा

(1) निधि में अतिरिक्त वार्षिक राशि	4,70 94 (क्ष)	3,33 26	3,14 82	3,77 84
(2) निवेशों पर उपलब्ध और या/वसूल किया गया व्याज	29 64	33 12	29 03 (क्ष)	2,39 31 (क्ष)
घटाए—वर्ष में वार्षिक अवायविधि	(—) 1,40 82	(—) 1,51 86	(—) 1,75 83	(—) 1,82 17

निर्माण के कर्मचारियों के लिए पेशन आरक्षित निधि लेखा

(1) निधि में अतिरिक्त वार्षिक भरमन	79 65	95 87	81 73	85 33
(2) निवेशों पर प्राप्त व्याज	24 23	27 08	19 44 (क्ष)	1,60 24 (क्ष)
घटाए—वर्ष में वार्षिक अवायविधि	(—) 32 96	(—) 38 00	(—) 33 95	(—) 34 97

निर्माण के कर्मचारियों के लिये अनुकूला आरक्षित निधि लेखा

(1) निधि में अतिरिक्त वार्षिक अवायविधि	0 35	0 35	0 50	0 50
(2) निवेशों पर प्राप्त व्याज	0 01	0 01	0 01	0.04 (क्ष)
घटाए—वर्ष में वार्षिक अवायविधि	(—) 0 37	(—) 0 35	(—) 0 50	(—) 0 50

भविष्य निधि अमा से जूड़ी बोमा निधि

(1) निधि में अतिरिक्त वार्षिक राशि	0 90	0 90	1 00	1 20
(2) निवेशों पर प्राप्त व्याज	0.01	0 05	0 04	0.31 (क्ष)
घटाए—वर्ष के दौरान अवायविधि	(—) 0 67	(—) 0 90	(—) 0 80	(—) 0 90

पूजीयत निर्माण आरक्षित निधि

(1) निधि में अनुरक्षण राशि	17,92 83	18,88 00	9,44 00 (क्ष)	28,97 00 (क्ष)
(2) निवेशों पर प्राप्त व्याज	1,21 94	1,36 25	1,08 56 (क्ष)	8,94 98 (क्ष)
(3) निर्माण एवं विभिन्न द्वारा वापिय की गई राशिया	2,12 16	5 00	—	—

घटाए—वर्ष में निर्माण एवं विभिन्न द्वारा वापिय की गई अधिक राशि

(क) निर्माण के कार्यालयों के लिए भवन	(—) 58 00 (क्ष)	(—) 1,08 19	(—) 1,64 00	(—) 2,18 00
(ख) प्रस्तावित तथा औषधालय भवन	(—) 11,62 71 (क्ष)	(—) 7,41 81 (—)	8,58 00	(—) 10,12 00

आपात आरक्षित निधि

(1) निधि में अतिरिक्त राशि	1,28 83	1,48 22	98 18	1,00 00
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(क) कमी "पुन लिवेल योजना" में निवेशों के कारण है जिसके प्रभावात वेत व्याज परिवर्तन पर ही जमा किया जाएगा।

(ख) "वृद्धि पुन लिवेल योजना" के अनुरूप निवेशों पर संचित व्याज की अपूर्णी वा नाइट है।

(ज) इसमें 31-3-1978 को या इससे पहले हुई अपगला की स्थिति में स्थायी अपगला हितलाभ के भौज्वा मामला की राशि में 1-4-1980 से स्वीकृत वृद्धि के वारण एक मुश्त समायोजन के 2,70 42 लाख रुपये शामिल है।

(द) इसमें 31-3-1978 को या इससे पहले हुई मूल्य की स्थिति में प्राथित अपगला हितलाभ के भौज्वा मामला की राशि में 1-4-1980 से स्वीकृत वृद्धि के वारण एक मुश्त समायोजन के 1,59 58 लाख रुपये शामिल है।

(क) कमी 9,44 00 लाख रु. (अपगला आय का 5% की वस्तु वर्तन व्यवस्था के बारण है।

(ख) वृद्धि अपगला आय की 10% की दर पर पूर्ण धन-व्यवस्था के बारण है। 1981-82 में 9,44 00 लाख रु. की अन धन-व्यवस्था भी पूरी कर रही गई है।

(ज) निधियों में से वीं गई पेशागया से सूचना परिवर्तियों का सूचना है। वर्ष के दौरान पाठीय भवन और अपगला औषधालय के निर्माण आदि पर लिए वीं गई पेशागयों कम्त 73 23 लाख रु. और 9,67 34 लाख रुपये रहीं।

सेवा शीर्ष	आसन्निक अंकारे 1980-81	बजट 1981-82	परिवर्तन 1981-82 (लाख रुपयों में)	बजट 1982-83
कुल—भारक्षत निधिया	21,24.96	20,72.32	8,20.64	43,57.18
जमा				
(1) जमानत जमा	6.48	5.50	7.50	7.50
(2) अन्य जमा (ग)	36.32	38.00	40.00	40.00
कुल जमा	42.80	43.50	47.50	47.50
पेशेगिया				
(क) स्थायी प्रेशेगिया	—	—	—	—
(ख) (नियम के कर्मचारियों को पेशेगिया				
(1) स्थानान्तरण पर वैतर पेशेगिया	1.44	1.66	1.65	1.70
(2) स्थानान्तरण पर यात्रा भत्ता पेशेगिया	1.65	1.60	2.50	3.00
(3) मोटरवाहन के त्रय के लिए पेशेगिया	5.47	6.87	6.50	7.00
(4) अन्य वाहन के त्रय के लिए पेशेगिया	3.08	3.20	3.40	3.50
(5) गृह निर्माण पेशेगिया	16.26	17.00	19.00	22.00
(6) विविध पेशेगियां (त्योहार पेशेगियां, बाढ़ पेशेगियां तथा पंखा पेशेगियां)	23.63	26.50	22.00	22.00
(ग) अन्य पेशेगियां				
(1) राज्य सरकारों की ओर से अधिक अदायगी	0.02	0.02	0.02	0.02
(2) विविध (ह)	31.83	25.00	30.00	32.80
कुलपेशेगिया	83.38	81.85	85.07	92.02
प्रेषण :				
(1) भक्षण प्रेषण (नियम) (क)	—	—	25.00	—
(2) अन्य प्रेषण (नियम) (ख)	1,06,13	1.00	16.06	1.00
कुल-प्रेषण	1,06,13	1.00	41.06	1.00
जोड़—कुल, भारक्षत निधियों, जमा पेशेगियां तथा प्रेषण	26,11,06	24,45.04	12,53.05	47,65.71
कुल प्राप्तिया	2,19,32.59	2,26,86.51	2,14,00.93	2,81,10.97
आदि शेष	7,54.66	6,36.09	9,37.57	6,90.00
कुल जोड़	2,26,87.25	2,33,22.60	2,23,38.50	2,88,00.97

(अ) इस शीर्ष में (1) अन्य पार्टियों को देय लेखा, मेर कटौती (2) क० रा० बी० नियम अविष्य निर्धि में अदायगी जमा तथा (3) अदायी अप० (उन्नत आता) शामिल है।

(ब) इस शीर्ष में (1) लेखन सामग्री नियन्त्रक, कलकता की पेशेगिया, (2) राज्य सरकारों के मुद्रण तथा लेखन सामग्री विभागों को पेशेगिया, (3) नियम के क्षेत्रीय कार्यालयों तथा अन्य कार्यालयों को पेशेगिया, (4) नगर पालिकाओं, स्थानीय निकायों आदि को पेशेगिया, (5) कानूनी खातों के लिए पेशेगिया, (6) नियम की विभागीय फैलीदारों को पेशेगिया, तथा (7) अन्य वर्गीकृत जी गई अन्य पेशेगियों की वसूली/समायोजन शामिल है।

(क) 'नकद प्रेषण' शब्दों को अर्थ एक लेखा परिमिति से दूसरे लेखा परिमिति से पहले लेखा परिमिति को निर्धियों (नकद) का अन्तरण है। नियम का राजस्व भारक्षत निधि स्टेट बैंक तथा इसके महकारी बैंकों के माध्यम से एकत्र किया जाया है। प्राप्त अंशवालन संबंधित क्षेत्रीय कार्यालय के लेखा संघर्षा-1 (वसूली लेखा) में अंतरित किये जाने हैं तथा अंतिम रूप से लेखा संघर्षा-1 (केन्द्र) मुख्यालय में अंतरित कर दिये जाते हैं। प्रशासनिक व्यय तथा बीमालहुत व्यक्तियों की हितलाभों को अवायगियों के लिए निधियों के क्षेत्रीय लेखा संघर्षा-1 (मुख्यालय) से अंतरित करके क्षेत्रीय कार्यालयों/स्थानीय कार्यालयों को दी जाती है। निधियों के एक कार्यालय में दूसरे कार्यालय में अंतरण के ऐसे मध्य लेनदेन "नकद प्रेषण" कहे जाते हैं।

(द) 'अन्य प्रेषण' शब्दों का अर्थ नियम के एक कार्यालय से दूसरे कार्यालय के बीच पुस्तक समायोजन है। नियम के एक कार्यालय में शुरू होने वाले ऐसे लेनदेन नियम के दूसरे कार्यालय में समायोजन किया जाता है, विविध लेखे के माध्यम से प्राप्तिन किए जाते हैं।

ए० एन० ध्याराजन, विराज सलाहकार
गवं मुख्य लेखा अधिकारी कर्मचारी, राज्य बीमा नियम

विवरण - छ-०-व्यय

लेखा शीर्ष

वार्षिक	वर्ष	परिवर्तन	वर्ष
1980-81	1981-82	1981-82	1982-83
(लाख रुपयों में)		(लाख रुपयों में)	

राजस्व लेखे में व्यय

१. बीमाकृत व्यक्तियों तथा परिवारों को हिस्ताभ

क-०-चिकित्सा हितलाभ

(1) चिकित्सा देखरेख,

उपचार तथा प्रमूलि मुविधाना की व्यवस्था पर छार्च में निगम के शोधर के रूप में राज्य मंगलारों आदि को अदायगिया

67,98 47	75,08 64	76,44 28	81,63 18
(10,15.05	(10,44 86	(10,33 16	(12,25.26
लाख रुपयों की	लाख रुपयों की	लाख रुपयों की	लाख रुपयों की
बकाया प्रदायगिया बकाया अदायगिया बकाया प्रदायगिया बकाया अदायगिया शामिल है)	शामिल है)	शामिल है)	शामिल है)

(2) चिकित्सा उपचार तथा प्रसूति सुविधाएँ (निगमद्वारा सीधे किया गया व्यय)

3,80.04	4,90.24	4,28,40	5,14.15
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(4.99	(10.00	(10.00	(10.00
लाख रुपए महा-	लाख रुपये महा-	लाख रुपये महा-	लाख रुपये
राष्ट्र केन्द्र के विवर्भ राष्ट्र केन्द्र के विवर्भ राष्ट्र केन्द्र के विवर्भ महाराष्ट्र केन्द्र के	रेत्र में प्रसव शुल्क रेत्र में प्रसव शुल्क रेत्र में प्रसव शुल्क रेत्र में प्रसव	की अदायगी के की अदायगी के की अदायगी के शुल्क की अदायगी	शुल्क में शामिल है) शुल्क में शामिल है) शुल्क में शामिल है) शुल्क में शामिल है)
शंबंध में शामिल है)	शंबंध में शामिल है)	शंबंध में शामिल है)	शंबंध में शामिल है)

जोड़-०-चिकित्सा हितलाभ

ख-०-नकद हितलाभ

(1) बीमारी हितलाभ

71,78.51	79,98.88	81,22,68 (क)	86,77 33 (ख)
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(2) विमारिन बीमारी हितलाभ

49,30 75	48,77 20	58,80 70 (ग)	59,60. 58
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(3) प्रमूलि हितलाभ

3,81 03	3 83. 15	1,41.58	4,61.16
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(4) अपराना हितलाभ

2,11 06	2,25 10	2,15 37	2,21 68
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(क) अस्थायी अपराना

8,66 57	10,34.20	11,97,77	12,39,15
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(ख) अस्थायी अपराना (ग)

11,70,87	8,96 30	10,14 84	10,94 53
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(5) आप्रिवजन हितलाभ (ग)

4,70 95	3 33 26	3,14 82	3 77. 84
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(6) अंत्येष्टि हितलाभ

10 22	11.25	10. 20	10. 87
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(7) अणक्तना हितलाभ

—	10 00	—	10. 00
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कुल-०-नकद हितलाभ

80,41 45	77,60 16	90,75. 28 (क)	93,75 81
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ग-०-व्यय हितलाभ

(क) चिकित्सा बोर्ड व अपाल अधिकरण

4 88	5 32	7 55	7 77
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(ख) मधारी छार्च तथा/या मजदूरी की हानि के लिये बीमाकृत व्यक्तियों का

4.53	1.67	5 51	5 84
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अदायगिया

12.27	12.15	14.70	15.46
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(ग) विविध

21 68	22.14	27.79	29.07
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कुल-०-ग-व्यय हितलाभ

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परीष-०-हितलाभों का जोख

1,52,41. 64	1,57,81. 48	1,72,25 75	1,80,82. 21
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(क) व्याख्यानमक ज्ञापन का पैग्राफ 11. 1 देखिए।

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(ख) व्याख्यानमक ज्ञापन का पैग्राफ 20 । 1 देखिए।

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(ग) व्याख्यानमक ज्ञापन का पैग्राफ 11 । 2 देखिए।

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(घ) धन व्यवस्था बीमापन आधार पर की जाती है।

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(ङ) व्याख्यानमक ज्ञापन का पैग्राफ 11 । 2 देखिए।

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लेखा-शीर्ष	वास्तविक	बजट	परिशोधित		बजट (प्राप्त राशि में)
			1980-81	1981-82	
१ प्रशासन					
क— प्रधानमंत्री नियम स्थायी ममिनि, दंतवाय बोर्ड आदि-यात्रा भत्ता	० ९९	० ८९	२, १२(च)	२, ५०(च)	
प्रधान अधिकारी					
१ प्रधान अधिकारियों का बेनत	१ १९	१ ३५	१ २५	१, ३०	
२ भत्ते तथा मानदेय	१, ८४	२ १६	१ ७०	१ ९०	
जोड़—प्रधान अधिकारी अन्य अधिकारी	३, ०३	३ ५१	२ ९५	३, २०	
(१) अन्य अधिकारियों का बेनत	४० ५३	४६ ८४	४२ ९७	४४ ००	
(२) भत्ते सभा मानदेय	३४, २३	३७ ७७	४३ ७९	४६ ००	
(३) बोनस	० ४३	० ६०	(बी)	(बी)	
जोड़—अन्य अधिकारी लिपिक अर्गीय स्थापना	७५, १९	८५ २१	८६ ७६	९० ००	
(१) स्थापना का बेनत	१, ८९ ७३	१, ९७ २१	१, ९४ २१	२, ०५ ००	
(२) भत्ते सभा सानदेय	२, २१ ७४	२, ४३ २९	२, ५९ ४९	२, ७१ ४०	
(३) बोनस	९, ०७	१३ ००	(बी)	(बी)	
जोड़—लिपिक अर्गीय स्थापना	४ २० ५४	५ ५३ ५३	५ ५३, ७०	५ ७६ ४०	
पूप 'ध' कर्मचारी					
(१) पूप 'ध' कर्मचारियों का बेनत	२७ ४८	२८ ७९	२७ ८४	२९ ००	
(२) भत्ते तथा मानदेय	३६ ६७	४० ९५	४१ ९६	४७ ००	
(३) बोनस	१ ४४	२ २३	(बी)	(बी)	
जोड़—पूप 'ध' कर्मचारी	६५ ५९	७१ ९९	६९ ६५	७६ ००	
आकास्मिक ध्यय					
(क) ड्राक, नार थ टेलीफोन ध्यय	१७ ८६	२१ २०	२१ २०	२३ ३०	
(ख) लेखन सामग्री व कार्य	७४, १४	८० ००	८० ००	९० ००	
(ग) प्रांगदान टिकटें	—	० ०२	० ०२	—	
(घ) टाइपग्राइट, ड्रूप्लीकेटर आदि की खरीद, मरम्मत तथा अनुरक्षण आदि	३, २०	२ ५०	२ ५०	३ २०	
(ङ) एक्सिम उपस्कर की खरीद, मरम्मत तथा अनुरक्षण आदि	३, ०९	३ ००	३ ००	३ ००	
(च) किराया, दर सभा कर	२८, ३३	३३ ००	३१ ००	३१ ६०	
(छ) फर्नीचर	६, ९१	३ ५०	५ ५०	७ ००	
(ज) अभिनेत्र के लिए विशेष उपस्कर	० ७३	१ १०	३ ००	२ ५०	
(झ) कार्यालय प्रयोग की सामान्य अनुग्रामों की खरीद, मरम्मत तथा अनुरक्षण आदि	५, ३६	३ ५०	३ ५०	५ ५०	
(ञ) साइकिलों की खरीद, मरम्मत व अनुरक्षण	० ०२	० ०६	० ०६	० ०८	
(ट) विशियों की खरीद, मरम्मत व अनुरक्षण	३, १३	३ १०	३ १०	४ १०	
(ठ) पुस्तकें, पत्रिकाएं तथा अन्य प्रकाशन	० ४०	० ४५	० ४५	० ५०	
(ड) गर्म व मर्दी मौसम के खर्च	० १४	० ३०	० ३०	० ४०	
(इ) विविध					
(१) कर्मचारी धर्म की मध्य-मध्या	१, ०५	१ ४५०	१ ००	१ ००	
(२) विविध	१२, ३३	१ १६०	११ ६०	१३ ५०	
(३) स्टाफ कारों की मरम्मत व अनुरक्षण	२, २४	२ ५०	२ ५०	४ ३२	
जोड़—आकास्मिक ध्यय	१,५८, ९३	१,६८ ७३	१,६८ ७३	१,९३ ००	
जोड़—क—प्रधानमंत्री	७,२४, २७	७,८३, ८६	७,८४, २१	८,४१, १०	
क्षेत्रीय कार्य					
प्रधिकारी					
(१) अधिकारियों का बेनत	१२, ९१	१५ ७०	१७ ७५	२० ००	
(२) भत्ते तथा मानदेय	१०, ५३	१२ ९०	१७ ०५	१९ ००	
(३) बोनस	० २९	० ८०	(बी)	(बी)	
जोड़—प्रधिकारी	२३ ७६	२९ ४०	३४ ८०	३९ ००	

(च) इसमें स्थायी ममिनि/तत्त्वानुसार द्वारा स्थापित कर्मचारी राज्य बासा नियम पुनरीकाश मामिनि और विभिन्न उप ममिनियों के यात्रा भत्ते तथा अनुरक्षण पर ध्यय शामिल है।

(बी) "ग—अन्य खर्च" के अन्त में एक मुश्त व्यवस्था देखिए।

नेत्रा शीर्ष

	वास्तविक	बजट	परिशोधित	बजट
	1980-81	1981-82	1981-82	1982-83

(लाख रुपयों में)

लिपिक वर्गीय स्थापना

(1) स्थापना का वेतन	1,96.97	2,00.60	2,13.23	2,21.00
(2) भर्ते तथा मानवेय	1,99.22	2,09.85	2,47.47	2,68.00
(3) बोनस	7.13	14.90	(भी)	(भी)

जोड़—लिपिक वर्गीय स्थापना

4,03.32 4,25.35 4,60.70 4,89.00

ग्रुप 'ध' कर्मचारी :

1. ग्रुप 'ध' कर्मचारी वर्ग का वेतन	28.01	32.90	32.63	34.00
2. भर्ते व मानवेय	33.61	38.75	42.05	47.00
3. बोनस	--	2.45	(भी)	(भी)

जोड़—ग्रुप 'ध' कर्मचारी

61.62 74.10 76.68 81.00

आकस्मिक व्यय

(क) डाक, तार व टेलीफोन खर्च	5.27	5.20	5.20	6.10
(ख) सेक्षन-नामप्राप्ति व कार्य	1.27	1.25	1.25	1.50
(ग) डाइरेक्टर, हूनर्सकंट्रोर की खरीद, मरम्मत तथा अनुरक्षण	0.63	0.55	0.55	0.70
(घ) किराया, वर तथा कर	27.10	31.00	31.00	35.00
(ङ) फर्नीचर	2.43	2.50	4.00	3.00
(च) प्रधिलेख के लिए विशेष उपस्कर्ता	0.27	1.00	1.00	1.10
(छ) कार्यालय प्रयोग के लिए सामान्य वस्तुओं की खरीद, मरम्मत व अनुरक्षण	0.79	0.90	0.90	1.00
(ज) साइकिलों की खरीद, मरम्मत व अनुरक्षण	0.02	0.06	0.06	0.08
(झ) वर्दियों की खरीद, मरम्मत व अनुरक्षण	0.77	0.70	0.70	1.00
(झ) पुस्तक, पत्रिकाएँ तथा ग्रन्थ प्रकाशन	0.01	0.04	0.04	0.05
(ट) गर्म व सर्द मौसम के खर्च	0.25	0.40	0.40	0.50

(ठ) विविध

(1) कर्मचारियों को मुख-सुविधाएँ	9.19	9.00	7.50	10.07
(2) विविध				

जोड़—आकस्मिक व्यय

48.00 52.60 52.60 60.10

जोड़—ग्रुप दोनों कार्य

5,36.70 5,81.45 6,22.78 6,69.10

ग—ग्रन्थ व्यय

कानूनी खर्च	4.75	5.50	9.00	11.02
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बीमा व्यायालय	0.78	0.95	1.48	1.78
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प्रधार व विज्ञापन	1.19	1.60	1.70	2.27
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बैंक सेवे रद्दने का खर्च	0.32	0.70	0.41	0.43
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दूसरी वेतन तथा पेंशन अंशवान	0.74	1.02	2.07	1.01
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नेत्रा परीक्षा शूलक	2.42	2.60	2.80	2.90
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मरम्मत, अनुरक्षण तथा मूल्यहारा				
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(क) निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) का मूल्यहारा	4.08	6.20	5.32	6.53
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(ख) स्टाफ कारों का मूल्यहारा	(क)	(छ)	0.56 (ज)	0.58
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(ग) निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण	16.32	24.36	21.28	26.10
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निवृति तिनाम

(क) पेंशन आरक्षित निधि में निगम का अंशवान	66.59	80.40	69.00	69.35
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(ख) कर्मचारी ग्रन्थ बीमा निगम अंशवाली आवधि निधि में निगम का अंशवान	0.34	0.35	0.40	0.45
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(भी) "ग—ग्रन्थ खर्च" के अंत में एक मुश्त व्यवस्था देखिए।

(छ) इस नेत्रा परीक्षा आपत्ति का निपटान होने तक कोई व्यवस्था नहीं की गई है क्योंकि निधि में राशि स्टाफकारों के कप मूल्य से अधिक हो गई है।

(ज) इसमें 1980-81 के अंत में 0.23 लाख रुपये शामिल है।

लेखा-शीर्ष	वास्तविक	बजट	परिणामित		
			1980-81	1981-82	1981-82
(लाख रुपयों में)					
कर्मचारी राज्य बीमा निगम भविष्य निधि में अवृत्ति किया गया ब्याज़ :					
भ्रंशदारी भविष्य निधि	1. 11	2. 55	(रु)	(रु)	
सामान्य भविष्य निधि	46. 99	41. 50	(रु)	(रु)	
निगम के कर्मचारियों के लिये भ्रंशदारी भारक्षित निधि	0. 35	0. 35	0. 50	0. 50	
भविष्य निधि जमा से जुड़ी बीमा योजना	0. 90	0. 90	1. 00	1. 20	
विविध	2. 57	4. 70	2. 70	0. 25	
जोड़—ग—प्रत्यक्ष खाते	1,49. 45	1,73. 68	1,18. 22	1,24. 37	
बोनस की एक मुश्त व्यवस्था	(बी)	(बी)	49. 09	50. 00	
शीर्ष 2 प्रशासन का जोड़	14,10. 42	15,38. 99	15,74. 30	16,84. 57	
3. अस्पताल, ग्रीष्मालय आदि					
अस्पतालों, ग्रीष्मालयों की मरम्मत, भ्रंशदारण तथा मूल्यहास आदि					
(क) अस्पताल/ग्रीष्मालय भवनों का मूल्यहास	46. 42	59. 84	61. 73	66. 03	
(ख) अस्पताल/ग्रीष्मालय, भवनों की मरम्मत तथा अमुक्षण	1,85. 66	2,32. 06	2,46. 92	2,64. 11	
जोड़-शीर्ष-3—अस्पताल/ग्रीष्मालय आदि	2.32. 08	2,91. 90	3,08. 65	3,30. 14	
4. पूँजीगत निर्माण तथा आपात आरक्षित निधियों में अंशदान					
1. पूँजीगत निर्माण आरक्षित निधि में वार्षिक अंशदान	17,92. 83(अ)	18,88. 00	9,44. 00(ट)	28,97. 00(ड)	
2. आपात आरक्षित निधि में वार्षिक अंशदान	1,28. 91	1,48. 22	95. 18	1,00. 00	
जोड़-शीर्ष-4—पूँजीगत निर्माण तथा आपात आरक्षित निधियों में अंशदान	19,21. 74	20,36. 22	10,39. 18	29,97. 00	
जोड़—राजस्व लेखा में अवृत्ति	1,88,05. 88	1,96,48. 59	2,01,47. 88	2,30,93. 92	
5. पूँजीगत लेखा में अवृत्ति स्टाफ कारों					
स्टाफ कारों की खरीद	—	0. 60	1. 78	—	
क्रण, आरक्षित निधियों, जमा, निवेशित तथा प्रेवेश अनिवार्य अवृत्ति					
क०ग०शी० निगम भविष्य निधि					
अंशदाताओं को अदायगी					
1. सामान्य भविष्य निधि	1,20. 31	1,15. 00	1,50. 00(ग)	1,76. 00(ग)	
2. अंशदारी भविष्य निधि	1. 16	3. 50	2. 80	3. 10	
कर्मचारी राज्य बीमा निगम					
पुप बीमा निधि					
1. जीवन बीमा निगम को दिया गया प्रीमियम	1. 47	2. 30	2. 00	2. 10	
2. सामाजिक अधिकारियों को दी गई बीमित राशि	1. 65	0. 50	0. 90	0. 90	
3. कर्मचारियों को बन्दीबस्ती साथ	0. 02	0. 01	0. 15	0. 20	
आरक्षित निधियों					
जोड़—अनंतिक अवृत्ति	1,24. 61	1,21. 31	1,55. 85	1,76. 30	
निगम के कार्यालय भवनों (स्टाफ ब्लॉकों महिन) की मूल्यहास आरक्षित निधि					
निवेश लेखा					
वर्ष में किया गया निवेश	5. 12	7. 36	6. 20	13. 76(भाई)	
अस्पताल भवनों की मूल्यहास आरक्षित निधि निवेश लेखा:					
वर्ष में किया गया निवेश	58. 33	73. 15	1,71. 74	1,48. 54(भाई)	
स्टाफ कारों की मूल्यहास					
आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	0. 16(—)	0. 41	0. 68	1. 59(भाई)	
(म) भविष्य निधि जमा के निवेश पर वसूल किये गये ब्याज को दूसरी तरफ इविट करके ब्याज वसूल किया जा रहा है।					
(ओ) "क-प्रधीक्षण" और "ख-फील्ड शार्प" में अलग-अलग विद्याया गया है।					
(अ) इसमें अंशदान के भाग के रूप में माने गये अंशदान पर प्राप्त अवृत्ति में से 10 प्रतिशत निधि में जमा करते हुए 1976-77 से 1979-80 तक की अवधि के दौरान की गई धन अवृत्ति के कारण 3. 09 लाख रुपये के मामांदोजन को गणना में लिया गया है।					
(ट) यह कमी 9,44. 00 लाख रुपये (अंशदान आय का 5 प्रतिशत) की कम अवृत्ति के कारण हुई है।					
(ठ) यह बृद्धि अंशदान आय की 10 प्रतिशत की दर पर पूर्ण अवृत्ति के कारण हुई है। 1981-82 में 9,44. 00 लाख रुपये की कम अवृत्ति की पूर्ण कर ली गई है।					
(भाई)—यह बृद्धि "पुनः निवेश योजना" के अन्तर्गत निवेशों पर सचित अवृत्ति की असूली के कारण हुई है।					

लेखा-शीर्ष	वास्तविक 1980-81	बजट 1981-82	परिशोधित		बजट 1982-83
			1981-82	1982-83	
(लाख रुपयों में)					
निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	8.97	11.11	10.95(₹)	19.65(भार्ड)	
अधिकारी भवनों की मरम्मत तथा अनुरक्षण आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	92.72	1,28.29	1,58.54(₹)	2,58.14(भार्ड)	
स्थायी (आंशिक तथा पूर्ण) अपर्गत डितलाभ आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	4,93.65(₹)	2,25.83	2,11.30	6,07.29(भार्ड)	
प्राक्षितजन डितलाभ आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	3,59.76(₹)	2,14.52	1,68.02	4,34.98(भार्ड)	
निगम कर्मचारियों के लिये पेंशन आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	70.92	84.95	67.22	2,10.60(भार्ड)	
क०८०वी०निं०भविष्य निधि					
निवेश लेखा					
वर्ष में किया गया निवेश	97.69	97.60	73.96(₹)	67.76(₹)	
क०८०वी० सुप्रीमो निधि					
निवेश लेखा					
वर्ष में किया गया निवेश	3.28	3.81	3.85	3.02(भार्ड)	
पूँजीगत निर्माण आरक्षित निधि					
निवेश लेखा					
वर्ष में किया गया निवेश	9,15.55	11,79.25	30.56(₹)	25,61.98(₹)	
निगम के कर्मचारियों के लिये अनुकम्भा आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	(--) 0.09	0.01	0.01	0.04	
भविष्य निधि जमा से जुड़ी बीमा निधि निवेश लेखा					
वर्ष में किया गया निवेश	0.36	0.05	0.24	0.61 (भार्ड)	
आपात आरक्षित निधि निवेश लेखा					
वर्ष में किया गया निवेश	1,82.84	1,48.22	95.18(₹)	1,00.00(₹)	
जोड़—आरक्षित निधियों जमा	2,235.26	21,73.73	8,98.25	44,29.96	
(1) जमानत जमा।	5.82	5.00	6.00	6.00	
(2) अन्य जमा (प)	33.14	50.00	45.00	45.00	
जोड़—जमा	38.96	55.00	51.00	51.00	

(भार्ड) यह वृद्धि मुद्यन: “पुनः निवेश योजना” के अन्तर्गत निवेशों पर मन्त्रित व्याज की वसूली के कारण है।

(इ) निधि में आंशिक अवस्था भवनों की पूँजीगत लैंगन की 4% की दर पर की जाती है। यह वृद्धि भी अधिक संभवा में भवनों के पूरा हो जाने के पूर्वानुभाव के कारण है।

(उ) इसमें दिनांक 31-3-1978 को या इससे पहले हुई अपर्गता की स्थिति में स्थायी अपर्गता डितलाभ के मौजूदा मामलों के संबंध में विनांक 1-4-1980 से विनांक वृद्धि के कारण एक मूँगन समाप्तिजन (2,70,42 लाख रुपये) भी शामिल है।

(ए) इसमें दिनांक 31-3-80 को या इससे पहले हुई मूँगन की स्थिति में अधिकारी डितलाभ के मौजूदा मामलों के संबंध में दिनांक 1-4-1980 से स्वीकृत वृद्धि के कारण एक मूँगन समाप्तिजन (1,59.58 लाख रुपये) शामिल है। आंशिक रूप से वृद्धि 1980-81 के दौरान अकाया मामलों के निपटान के कारण भी हुई है।

(न) यह कमी बढ़ती हुई सेवा निवृत्तियों पर प्रतिम प्रवायगियों के कारण है।

(ष) यह कमी 9,44.00 लाख रुपये (अंशदान आय का 5 प्रतिशत) की कम अवस्था के कारण है।

(व) यह वृद्धि मुद्यन: “पुनः निवेश योजना” के अन्तर्गत निवेशों पर मन्त्रित व्याज की वसूली और अंशदान आय को 10% की दर पर पूर्ण अवस्था के कारण है। 1981-82 से की गई 9,44.00 लाख रुपये की कम अवस्था की भी पूर्ति कर ली गई है।

(घ) अव्याप्तिक सापन का वैरा 15.2 देखिए।

(न) यह कमी गोजस्क व्यय में वृद्धि के कारण निधि में कम आंशिक जमा के कारण है।

(प) इस शीर्ष में (1) अन्य पाटियों को देव विलों से कटौतियों, (2) कर्मचारी राज्य बीमा निगम भविष्य निधि में प्रकारीहा जमा और अवर्गीकृत ग्रावायगियों (उच्चत आता) से संबंधित अव्यायगियां शामिल हैं।

लेखा-शीर्ष	वास्तविक 1980-81	वजट 1981-82	परिशोधित 1981-82	वजट 1982-83
(लाख रुपयों में)				
पेशगियां				
(क) स्थायी पेशगियां	0.10	0.08	0.20	0.20
(ख) निगम के कर्मचारियों को पेशगियां				
(1) स्थानान्तरण पर अधिसंवेदन	1.31	1.81	1.40	1.50
(2) स्थानान्तरण पर यात्रा भत्ता पेशगी	1.83	1.80	4.00	5.00
(3) मोटर वाहन खरीदने के लिये पेशगी	8.12	8.00	9.00	8.00
(4) अन्य वाहन खरीदने के लिये पेशगी	2.89	4.00	4.00	4.00
(5) गृह निर्माण पेशगी	33.42	30.50	30.50	30.50
(6) विविध पेशगियां (त्योहार पेशगी, बाहु पेशगी तथा पंखा पेशगी)	19.47	14.00	19.00	20.00
ग. अन्य पेशगियां				
(1) राज्य सरकारों की ओर से अधिसंवेदन प्रवायगियां	0.01	0.02	0.02	0.02
(2) विविध (क)	33.90	38.00	38.00	40.00
जोड़—पेशगियां	1,01.05	98.21	1,06.12	1,09.22
प्रेषण				
नकद प्रेषण—(निवल) (ब)	4,85.40	25.00	23.50	25.00
अर्थ प्रेषण—(निवल) (भ)	—	—	1.00	—
जोड़—प्रेषण	4,85.40	25.00	24.50	25.00
जोड़—भारतीय निधियों, पेशगियां तथा प्रेषण	29,85.28	24,73.85	12,35.72	47,91.48
जोड़—संवितरण	2,17,91.16	2,21,22.44	2,13,85.38	2,78,85.40
सामान्य रोकड़ शेष				
बर्ख के बौरान निवेदा	23,92.92	28,55.20	11,61.37	46,35.53
भटाएं—भारतीय निधियों में अंतरण	(--) 24,34.40	(--) 22,95.04	(--) 8,98.25	(--) 44,29.96
अन्त शेष	9,37.57	6,40.00	6,90.00	7,10.00
कुल जोड़	2,26,87.25	2,33,22.60	2,23,38.00	2,88,00.97

(फ) इस शीर्ष में—

- (1) लेखन सामग्री नियन्त्रक, कलकता को पेशगियां
- (2) राज्य सरकारों के मुद्रण तथा लेखन सामग्री विभागों को पेशगियां
- (3) निगम के क्षेत्रीय कार्यालयों को पेशगियां
- (4) नगर पालिकाओं, स्थानीय निकायों आदि को पेशगियां
- (5) कानूनी खबों के लिये पेशगियां
- (6) निगम की विभागीय कैन्टीनों को पेशगियां तथा
- (7) अन्यत्र वर्गीकृत न की गई अन्य पेशगियां शामिल हैं।

(ब) “नकद-प्रेषण” शब्दों का अर्थ एक लेखा परिमिति से दूसरे लेखा परिमिति को तथा दूसरे लेखा परिमिति से पहले लेखा परिमिति का निधियों(नकद) का अन्तरण है। निगम का राजस्व टिकटों की विकी/भारतीय स्टेट बैंक तथा इसके महाकारी बैंकों के माध्यम से नकद बम्बू द्वारा एकत्र किया जाता है। प्राप्त अंशदान केन्द्रीय लेखा मण्डा-1 से अंतरण द्वारा संबंधित क्षेत्रीय कार्यालयों/स्थानीय कार्यालयों के लेखों में अंतरित कर दिये जाते हैं। निधियों के एक कार्यालय से दूसरे कार्यालय में अंतरण के एसे सभी लेन-देन “(नकद) प्रेषण” कहे जाते हैं।

(भ) “अन्य प्रेषण” शब्दों का अर्थ निगम के एक कार्यालय से दूसरे कार्यालय के बीच पृष्ठक समायोजन है। निगम के एक कार्यालय में शुरू होने वाले एसे लेन-देन जिनका निगम के दूसरे कार्यालय में समायोजन किया जाता है, विनियम लेखे के माध्यम से अन्तरित किये जाते हैं।

(कर्मन सील)

कर्मचारी राज्य बोमा निधम
नई दिल्ली, 17 फरवरी, 1982ए. ०४न० त्यागराजन, वित्तीय सलाहकार,
एवं मुख्य लेखा प्रधिकारी, कर्मचारी राज्य बोमा निधम

वित्तीय प्राक्कलन

परिशिष्ट 1--3

परिशिष्ट-1

31 मार्च, 1983 तक योजना के प्रनतर्गत आने वाले तथा 31-11-1981 तक योजना के प्रनतर्गत आये कर्मचारियों की संख्या

क्षेत्र	30-11-81 तक योजना के प्रनतर्गत योजना के प्रनतर्गत साये जाने वाले आये कर्मचारियों की संख्या	व्याप्ति की आये कर्मचारियों कर्मचारी की संख्या	नियोजित तारीख	
1	2	3	4	5
1. झार्झाप्रदेश				
(1) कार्यान्वयन क्षेत्र	2,57,200	2,600	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		2,600		1982-83
		2,450		1982-83
2. असम				
(1) कार्यान्वयन क्षेत्र	34,000	350	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		350		1982-83
		2,250		1982-83
3. बिहार				
(1) कार्यान्वयन क्षेत्र	1,60,000	1,600	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		1,600		1982-83
		13,050		1982-83
4. उपर्युक्त				
(1) कार्यान्वयन क्षेत्र	19,000	—		
(2) गैर-कार्यान्वयन क्षेत्र		—		
5. शिल्पी:				
(1) कार्यान्वयन क्षेत्र	2,78,000	2,850	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		2,850		1982-83
6. गुजरात				
(1) कार्यान्वयन क्षेत्र	5,60,000	5,700	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		6,700		1982-83
		11,100		1982-83
7. हरियाणा				
(1) कार्यान्वयन क्षेत्र	2,05,500	2,100	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		2,100		1982-83
		8,150		1982-83
8. हिमाचल प्रदेश				
(1) कार्यान्वयन क्षेत्र	2,900	—		
(2) गैर-कार्यान्वयन क्षेत्र		—		
9. कर्नाटक				
(1) कार्यान्वयन क्षेत्र	3,20,100	3,300	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		3,300		1982-83
		3,150		1982-83
10. केरल तथा माहे				
(1) कार्यान्वयन क्षेत्र	3,20,100	3,300	1981-82	
(2) गैर-कार्यान्वयन क्षेत्र		3,300		1982-83
		1,000		1982-83
11. मध्य प्रदेश				
(1) कार्यान्वयन क्षेत्र	1,78,500	1,800	1981-82	
		1,800		1982-83

1	2	3	4	5
(2) गैर-कार्यान्वित क्षेत्र		5,700		1982-83
12. महाराष्ट्र				
(1) कार्यान्वित क्षेत्र	15,35,000	15,750	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		18,000		1982-83
		19,550		1982-83
13. उड़ीसा				
(1) कार्यान्वित क्षेत्र	1,21,000	1,250	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		1,250		1982-83
		9,300		1982-83
14. पांडुचेरी				
(1) कार्यान्वित क्षेत्र	17,000	—		
(2) गैर-कार्यान्वित क्षेत्र		—		
15. पंजाब				
(1) कार्यान्वित क्षेत्र	1,81,400	1,850	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		1,850		1982-83
		2,700		1982-83
16. राजस्थान				
(1) कार्यान्वित क्षेत्र	1,40,800	1,400	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		1,400		1982-83
		3,950		1982-83
17. तमिलनाडु				
(1) कार्यान्वित क्षेत्र	4,87,500	4,850	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		5,850		1982-83
		9,400		1982-83
18. उत्तर प्रदेश				
(1) कार्यान्वित क्षेत्र	4,66,000	4,750	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		5,750		1982-83
		13,400		1982-83
19. पश्चिमी बंगाल				
(1) कार्यान्वित क्षेत्र	10,75,800	11,000	1981-82	1982-83
(2) गैर-कार्यान्वित क्षेत्र		12,000		1982-83
जोड़	63,59,700	64,450	1981-82	1982-83
		1,75,850		1982-83

प्रति अर्द्धित भ्राय-भ्रय का सूचक विवरण

परिविहर-2

प्रति वर्ष कर्मचारी राशि

वर्ष	प्रशंसादाय आय	राजस्व लेजे में व्यय (पूजीगत निर्माण तथा आपात आरक्षित निधियोंमें प्रत्यस्तरित राशियों को छोड़कर)	प्रसार (रुपये)
1	2	3	4
1970-71	123	117	6
1971-72	131	118	13
1972-73	145	104	41
1973-74	153	121	32
1974-75	146	125	21

1	2	3	4
	रु०	रु०	रु०
1975-76	162	141	21
1976-77	236	151	85
1977-78	239	177	62 (क)
1978-79	258	207	51
1979-80	271	234	37
1980-81	292	277	15(ख)
1981-82 (प्राक्कलन)	296	302	(—) 6
1982-83 (प्राक्कलन)	300	308	(—) 8

(क) 31-3-1974 की निधि के अनुसार मूल्यांकन में बताए गए स्थायी अपेक्षा हितलाभ और भारतीय राशि 1977-78 वर्ष के व्यय (पूर्जीकृत मूल्य) में समायोजित की गई है। यदि अधिकारी राशि का समायोजित किए बिना 1977-78 वर्ष के वास्तविक पूर्जीकृत मूल्य को लिया जाए तो प्रति व्यक्ति व्यय में लगभग 5 रुपये की वृद्धि ही जाएगी जिससे प्रति व्यक्ति व्यवस्था अंतर 62 रुपये से घट कर 57 रुपये रह जाएगा।

(ख) विवेक 1-4-1980 से हुई अपेक्षा या मूल्य का स्थान में स्थायी अपेक्षा हितलाभ तथा भारतीय राशि 1977-78 वर्ष के व्यय (पूर्जीकृत मूल्य) के एक मुश्किल समायोजित का व्यय भारतीय राशि 4,30,00 लाख रुपये के एक मुश्किल समायोजित का व्यय भारतीय राशि नहीं है।

परिणाम-3-क

1980-81, 1981-82, 1982-83 तथा 1983-84 वर्षों के दौरान प्रत्याशित अनुमानित प्रति व्यक्ति राजस्व आय

1979-80 (वास्तविक प्राक्कलन)	1980-81 (वास्तविक प्राक्कलन)	1981-82	1982-83	1983-84
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प्रति व्यक्ति आय (रुपयों में)

1. अंशवानों से आय	271	292	296	300	305
2. गैर-निर्धारित भारतीय निधियों (भारपात्र भारतीय निधि तथा जामान्य रोकड़ शेष का निवेश) पर व्याज से आय। इसमें पुनर्निवेश योजना के प्रलंगित निधियों पर सचित व्याज शामिल है जो वास्तव में जमा की परिपक्वता पर अदा किया जाएगा।	27	30	34	38	42
3. राज्य सरकारों से व्युत्पत्ति					
(क) चिकित्सा देखरेख पर व्यय पर विली प्रशासन का शेयर तथा उन राज्य सरकारों से सुधारवाजा जहां बीमारी हितलाभ का व्यय-भारतीय भ्रातीय भ्रातीय से अधिक है।	2	6	6	6	6
(ख) कर्मचारी राज्य बीमा प्रस्ताव तथा भ्रीष्मधालय भवनों का किराया	6	6	7	7	8
(ग) प्रति व्यक्ति कुल आय	306	334	343	351	361

परिणाम-3-ख

1980-81, 1981-82, 1982-83 तथा 1983-84 वर्षों के दौरान प्रत्याशित अनुमानित प्रति व्यक्ति राजस्व व्यय

1979-80	1980-81	1981-82	1982-83	1983-84
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प्रति व्यक्ति व्यय रुपयों में :

1. पूर्जीगत निर्धारित भारपात्र भारतीय निधियों में अंतरित राशि को छोड़ कर राजस्व लेखे में व्यय	234	277	302	308	314
2. अंशवान आय पर 10 प्रतिशत की दर से पूर्जीगत निर्धारित भारतीय निधि में अंतरित राशि	27	29	30	30	32
3. भारपात्र भारतीय निधि में अंतरित राशि	5	2	—	2	2
4. निम्नलिखित मदों पर अन्तरित व्यय :					
(क) कर्मचारी अंशवान की अवायगी के लिए कृष्ण की सीमा को 2 रुपये शैक्षिक मजदूरी शुल्क से बढ़ाकर 6 रुपये से कम शैक्षिक मजदूरी शुल्क करना	—	—	—	3	3
(ख) अण्णकलना हितलाभ	—	—	—	7	10
(ग) अत्येक्षिट व्यय की प्रतिपूर्ति	—	—	—	—	—
योजना में प्रति व्यक्ति कुल राजस्व व्यय	266	308	332	350	361

निष्पादन बजट

1982-83

कर्मचारी राज्य बीमा नियम का 1982-83 वर्ष का निष्पादन बजट

भूमिका

कर्मचारी राज्य बीमा अधिनियम, 1948 के अधीन स्थापित कर्मचारी राज्य बीमा नियम कर्मचारियों को बीमारी, प्रसूति तथा रोजगार चोट की आकस्मिकताओं में कई हितनामों की व्यवस्था करता है।

व्याख्या

3. कर्मचारी राज्य बीमा अधिनियम, 1948 उन नमी ब्रेमोमी कारखानों पर लागू होता है जिनमें विद्युत शक्ति का प्रयोग होता है तथा 20 वर्ष संधिक व्यक्ति मजदूरी पर काम करते हैं। यह योजना व्यावरण रीति में शोधवाराकार्यालय की जा रही है। योजना का स्थापनाप्रयोग के नए वर्गों, यानी विद्युत शक्ति का प्रयोग करने वाले कारखाने में जिनमें 10 से 19 वर्षके काम करते हैं तथा विद्युत शक्ति का प्रयोग न करने वाले कारखाने, वुकानें, पूर्ववर्तन थिएटर सहित भिन्नों, होटल, रेसर्वॉ, सड़क मोटर परिवहन उपकरण तथा समाजार पक्ष संस्थापनाएं जिनमें 20 वर्ष संधिक व्यक्ति काम करते हैं, पर यी विस्तार किया जा रहा है।

ऊरलियित कारखानों तथा संस्थापनाओं में नियुक्त ऐसे कर्मचारी अधिनियम के अन्तर्गत आते हैं जिनकी मजदूरी 1,000/- रुपये मासिक से अधिक नहीं है।

योजना के मुख्य उद्देश्य

3. योजना के अन्तर्गत बीमारी, प्रसूति तथा रोजगार चोट के दौरान चिकित्सा देखरेख तथा उपचार की व्यवस्था है और रोजगार चोट के कारण किसी बीमाहत कामगार की मृत्यु हो जाने पर आधिकारियों को पेश दी जाती है और बीमाहत व्यक्ति की अन्वेषित पर होने वाले व्यवहारों की अदायगी की जाती है। कर्मचारियों के परिवार के सदस्यों को भी चिकित्सा देखरेख मुक्त की जाती है।

जहां कहीं कर्मचारी राज्य बीमा योजना कार्यालय की गई है, नियोजक कर्मचार मुआवजा अधिनियम, 1923 और प्रसूति अधिनियम, 1961 के अन्तर्गत प्रक्रिये दायित्व से मुक्त हो जाते हैं।

प्रशासन

4. कर्मचारी राज्य बीमा योजना कर्मचारी राज्य बीमा नियम नामक नियमित निकाय द्वारा चलाई जाती है जिसमें नियोजकों, कर्मचारियों, केन्द्रीय तथा राज्य सरकारों, चिकित्सा व्यवस्था तथा संसद का प्रतिनिवित करने वाले सदस्यों में से गठित

एक स्थायी समिति योजना के प्रयोगन में कार्यकारी निकाय के रूप में काम करती है। चिकित्सा हितनामों की व्यवस्था से संबंधित सामग्री में नियम को सलाह देने के लिए एक चिकित्सा हितनाम परिषद भी है।

विलोक्य को छोड़कर अन्य राज्यों में कर्मचारी राज्य बीमा योजना के अन्तर्गत चिकित्सा देखरेख की व्यवस्था करने की जिम्मेदारी राज्य सरकारों की है। विलोक्य में नियम स्वयं चिकित्सा देखरेख की व्यवस्था करता है।

विवर

5. कर्मचारी राज्य बीमा योजना के लिए मुख्यतया नियोजकों तथा कर्मचारियों के अन्तर्गत हारा धन की व्यवस्था की जाती है। कर्मचारियों द्वारा दिए जाने वाले सामाजिक अनुदान की दर 40 पैसे से 3 रुपए 75 पैसे तक अन्य-अन्य है जो उनके संवैधित मजदूरी प्रृथक पर निर्भर करती है। 2 रुपए से कम वैनिक मजदूरी लेने वालों को कोई प्रशंसन देने की आवश्यकता नहीं है।

नियोजकों का प्रशंसदान मजदूरी का लगभग 4.35% होता है। कर्मचारियों का प्रशंसदान मजदूरी का 2.17% है। चिकित्सा देखरेख पर होने वाला अन्य कर्मचारी राज्य बीमा नियम तथा राज्य सरकारों के बीच 7:1 के अनुपात में योगदान में योगदान किया जाता है। नियम को केन्द्रीय सरकार से कोई वित्तीय महत्वता नहीं भिलती। नियम एक सेवा संगठन होने के कारण कर्मचारी राज्य बीमा योजना का कार्यकाल लाभ को दृष्टि से नहीं किया जाता।

योजना का विस्तार

6. 31 मार्च, 1981 की स्थिति के अनुसार कर्मचारियों की कुल गंतव्य 63,32,200 थी। अप्रैल, 1981 से 31 नवम्बर, 1981 तक की अवधि के दौरान 0.28 लाख कर्मचारियों पर योजना का विस्तार किया गया है। 0.32 लाख और परिवार (बीमाहत व्यक्ति) एकजूट के लिए चिकित्सा देखरेख का भी विस्तार किया गया है। 30 नवम्बर, 1981 को योजना के अन्तर्गत आए कर्मचारियों की कुल संख्या 63,60 लाख थी। चिकित्सा वित्तन के लिए लाभाधिकारियों की कुल संख्या अनुमति परिशोधित प्राक्कलन 1981-82 तथा बजट प्राक्कलन 1982-83 में क्रमशः 2,82,02 लाख तथा 290,35 लाख है (जिसमें बीमाहत व्यक्ति और उनके परिवार के सदस्य भी शामिल हैं)।

7. नीचे तालिका में निर्धारित और किए गए कार्य के सामिन्द्रिय प्राक्कलन दिए गए हैं:—

हेस्टना का स्वरूप

- केन्द्रों की संख्या
- योजना के अन्तर्गत आए कर्मचारियों की संख्या
- चिकित्सा देखरेख के हककार बीमाहत व्यक्तियों की संख्या
- परिवार के सदस्यों की संख्या जिनके लिए चिकित्सा देखरेख का विस्तार किया गया है
 - बीमाहत व्यक्तियों को छोड़कर
 - बीमाहत व्यक्तियों को मिलाकर

1980-81 (वास्तविक राशि)	1981-82 (परिणीत)	1982-83 बजट
411	487	572
63,32 लाख	64,24 लाख	66,00 लाख
71,62 लाख	72,68 लाख	74,83 लाख
2,06,26 लाख	2,09,34 लाख	2,15,52 लाख
2,77,88 लाख	2,82,02 लाख	2,90,35 लाख

क्रम सूचना का स्वरूप

सं०

	1980-81 (वास्तविक प्राकड़े)	1981-82 (परियोगित प्राकलन)	1982-83 (बजट प्राकलन)
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5. भ्रस्तालों की संख्या	सामान्य क्षय रोग	62 8	71 8	77 9
प्रनीतियों की संख्या	सामान्य क्षय रोग	21 14	25 14	28 15
6 (क) विस्तरों की संख्या (सरकारी तथा भ्रम्य मान्यता-प्राप्त भ्रस्तालों में विस्तरों सहित)		20,505	22,317	23,671
(31-3-81 की स्थिति के अनुसार)				
चालू विस्तरों की संख्या भ्रस्तालों में	सामान्य क्षय रोग	13,492 1,470	14,792 1,470	16,012 1,470
प्रनीतियों में	सामान्य क्षय रोग	404 308	484 303	533 326
प्रारंभित विस्तरों की संख्या		4,843	5,035	5,327
(ब) निर्माणाधीन विस्तरों की संख्या		3,294	1,570	1,112
7. (क) औषधालयों की संख्या		1,072	1,124	1,179
(ब) पेनल कलीनिकों की संख्या		4,667	4,900	5,134
(ग) विशेषज्ञ केन्द्रों की संख्या		250	262	275
8. इलाज किए गए रोगियों की संख्या		2,77 लाख	3,42 लाख	3,97 लाख
भ्रस्ताल में वार्षिक किए गए मामलों की संख्या				
प्रोष्टालयों में उपचिति				
(बीमाहृत व्यक्ति और परिवार सदस्य वोनों)				
(1) नए मामले		329.20 लाख	356.00 लाख	392.00 लाख
(2) पुराने मामले		600.48 लाख	646.00 लाख	704.00 लाख
9. मकान भ्रता प्राप्त करने वाले व्यक्तियों की संख्या (यानी रोजगार बोट हितनाम के पात्र कर्मचारियों की संख्या)		63.32 लाख	64.24 लाख	66.00 लाख
10. पेशन प्राप्त करने वाले भ्राभितजों की संख्या (यानी भ्राभितजन हितनाम के लाभा- धिकारियों की संख्या)		19,470	21,564	24,082
11. कर्मचारिवृन्द (राज्यों में योजना के लिए नियुक्त कर्मचारियों सहित)				
विकास कार्यक्रम		23,295	24,465	25,628
भ्रम्य कार्यक्रम		30,835	32,718	33,814
		(लाख रुपयों में)		
12. वार्षिक भ्रम्य		1,93,21 53	2,01,47.98	2,33,45 26
13. वार्षिक राजस्व व्यय		1,83,05 89	2,01,47.88	2,30,93 92
14. भूग्रंथ तथा कार्यालय, औषधालय और भ्रस्ताल भवनों के निर्माण पर पूँजीगत व्यय				
कर्वे के दीरान		10,40 62	10,22 00	12,30 00
प्रणाली व्यय		83,20 73	93,42 73	1,05,72 73
15. स्टाफ कारों की खरीद पर पूँजीगत व्यय		.	1 78	

8 1980-81 वर्ष के (क) परियोगित प्राकलन व वास्तविक प्राकड़े तथा 1981-82 के (ख) बजट प्राकलन व परियोगित प्राकलन का तुलनात्मक
विपरीत निम्नलिखित है—

क्रम सं०	सूचना का स्वरूप	परियोगित प्राकलन	वास्तविक प्राकड़े	प्रनाल	
				(1980-81)	(1980-81)
1. केन्द्रों की संख्या		418	411	(-) 7	
2 (क) योजना के भ्रतार्थी भ्रम्य कर्मचारियों की संख्या		61,66 लाख	63.32 लाख	(+) 1 66 लाख	
(ब) बीमाहृत व्यक्तियों की संख्या		70,73 लाख	71,62 लाख	(+) 0 89 लाख	
3. परिवार सदस्यों की संख्या जिन पर विकास वेब्सरेक्स का विस्तार किया गया है		2,03,70 लाख	2,06,26 लाख	(+) 2,56 लाख	

क्रम सूचना का स्वरूप सं०	(वास्तविक आंकड़े)		(परिवर्धित प्राक्कलन)	(बजट अनुत्तर)
	1980-81	1981-82	1982-83	
4. निर्माण किए गए अस्पतालों तथा अनैमियों की संख्या	117	105	(—) 12 (क)	
5. अस्पताल विस्तरों की संख्या	21,217	20,515	(—) 782 (क)	
6. औषधालयों की संख्या	1,080	1,072	(—) 8	
7. राजस्व भाग	1,91,78,67 लाख रु०	1,93,21,53	(+) 1,42,86 (1980-81) (लाख रुपयों में)	
8. राजस्व व्यय	1,88,28,77	1,88,05,88	(—) 22,89	
9. पूँजीगत व्यय	8,50,00	10,40,62	(+) 190,62 (क)	

क्रम सूचना का स्वरूप सं०	बजट प्राक्कलन		परिवर्धित प्राक्कलन	अनुत्तर
	(1981-82)	(1981-82)	(1981-82)	
1. केन्द्रों की संख्या	448	487	(—) 39	
2. (क) योजना के अन्तर्गत ग्राम कर्मचारियों की संख्या	63,32 लाख	64,24 लाख	(+) 0,92 लाख	
(ख) बीमाहृत व्यक्तियों की संख्या	72,54 लाख	72,68 लाख	(+) 0,14 लाख	
3. परिवार सदस्यों की संख्या जिनपर चिकित्सा देख-रेख का विस्तार किया गया है	2,08,95 लाख	2,09,34 लाख	(+) 0,39 लाख	
4. निर्माण किए गए अस्पतालों और भर्नीकियों की संख्या	126	118	(—) 8 (ग)	
5. अस्पताल विस्तरों की संख्या	22,941	22,317	(—) 624 (ग)	
6. औषधालयों की संख्या	1,130	1,124	(—) 6 (ग)	
			(लाख रुपयों में)	
7. वार्षिक राजस्व भाग	2,02,41,47	2,01,47,88	(—) 93,59 (प)	
8. वार्षिक राजस्व व्यय	1,96,48,59	2,01,47,88 (क)	(+) 499,29	
9. पूँजीगत व्यय	8,50,60	10,23,78 (च)	(+) 73,18	

9. 1 1981-82 के लालू विनीय वर्ष तथा 1982-83 के अगले वित्तीय वर्ष के लिए नियम की वित्तीय आवश्यकताएँ नीचे दी गई हैं:—

क्र. कार्यक्रम/कार्यक्रमाप वार वर्गीकरण	1980-81		1981-82	1982-83
	वास्तविक	परिवर्धित	बजट	
	आंकड़े	प्राक्कलन	प्राक्कलन	प्राक्कलन
			(लाख रुपयों में)	
चिकित्सा हितलाभ	71,78,51	81,22,68	86,77,33	
नकद हितलाभ	80,41,45	90,75,28 (क)	93,75,81	
प्रत्य हितलाभ	21,68	27,79	29,07	
निवेश, ग्रामीण और फील्ड कार्य	14,10,42	15,74,30	16,84,57 (ज)	
अस्पताल और औषधालय भवनों का मूल्यहारा, मरम्मत व मनुरक्षण	2,32,08	3,08,65	3,30,14	

(क) अस्पतालों का निर्माण तथा विस्तरों की व्यवस्था में कमी निर्माण कार्यों की धीमी प्रगति के कारण हुई है जो राज्य सरकारों की निमेदारी है।
 (ख) प्रधिक भूम्यव्यय पद्धति वर्ष के दौरान स्थिरत निर्माण कार्यों के लिए पेशगियों की व्यावधारी के कारण है।
 (ग) पृष्ठ 70 पर (क) पाव टिप्पणी देखिए।
 (घ) कमी मूल्य रूप से (1) क०रा०बी०नि० भविष्य निधि के अंशदाताओं को देय व्याज की कटौती (53,55 लाख रुपा) और (2) पुन निवेश योजना के अधीन मासिक व्याज वाले निवेशों की परिपक्वता पर पुन निवेश जिससे निश्चित व्यवधार के पूरा होने पर मजबी व्याज प्राप्त होता है के कारणों से हुई है।
 (ङ) वृद्धि मूल्य रूप से (1) बीमाहृत व्यक्तियों के परिवारों को चिकित्सा देख-रेख की किम्ब में मुदार (2) शिविल प्रम जन तथा ब्रामार्दि हितलाभ अस्थायी अपेगना हितलाभ की वैनिक दर की औमत में वृद्धि की प्रवृत्ति तथा (3) 1981-82 के बोगन अनिवार्य महंग ह भते का 4 और किस्तों और मजदूरी (बोनस) की तदर्थ व्यावधारी की अतिरिक्त व्यवस्था की मंजूरी के कारण हुई है।
 (च) वृद्धि मूल्य रूप से निर्माण कार्यों के लिए सामग्री की बढ़ी हुई लागत के कारण है।
 (छ) ऊपर (क) 2 पाद टिप्पणी देखिए।
 (ज) ऊपर पर (क) 3 पाद टिप्पणी देखिए।

क.	कार्यक्रम/कार्यकलाप वार वर्गीकरण	1980-81	1981-82	1982-83
		वास्तविक आंकड़े	परिशोधित प्राक्कलन	बजट प्राक्कलन
(लाख रुपयों में)				
	पूंजीगत निर्माण और आपात आरक्षित निधियों में वैर कार्यकलाप व्यय विनियोग	19,21,74	10,39,18(म)	29,97.00(म)
	कुल राजस्व व्यय	1,88,05.88	2,01,47.88	7,30,93.92
	भूमि के अर्जन तथा कार्यालय/श्रौतधालय अस्पताल भवनों के निर्माण पर पूंजीगत व्यय	10,40.62	10,22.00	12,30.00
	अन्य पूंजीगत व्यय	—	1.78	—
ख.	उद्योग-वार वर्गीकरण			
	नामाधिकारियों को चिकित्सा देख-रेख की व्यवस्था पर व्यय	71,78.51	81,22.68	86,77.33
	नकद हितलाभों की अपायगी	80,41.45	90,75.28(म)	93,75.81
	अन्य हितलाभ	21.68	27.79	29.07
	वेतन तथा अन्य प्रणालनिक व्यय			
	वेतन (यात्रा व्यय तथा बोनस महित)	10,64.04	1234.75	13,07.10
	लेख सामग्री तथा कार्य	75.41	81.25	91.50
	किराए, वर और कर	55.43	62.00	69.60
	बीमा व्यायालय तथा कानूनी प्रभार	5.53	10.48	12.80
	स्टाफकारों का प्रतुरक्षण	2.24	2.50	4.32
	टाइपराइटर, गणक-मशीन, एड्रिमा मशीन, कार्यालय कर्मचार तथा अन्य उपस्कर की खारीब	17.46	19.55	20.55
	प्रबार तथा विभाग	1.19	1.70	2.27
	बैंक लेन्ड रक्कमें के प्रभार	0.32	0.41	0.43
	अन्य कार्यालय व्यय	59.90	60.80	68.44
	स्टाफ क्वार्टरों सहित कार्यालय भवनों का मूल्यहास मरम्मत व प्रतुरक्षण तथा स्टाफ कारों का मूल्यहास	20.40	27.16	33.21
	सेवा-निवृत्ति लाभ (सविष्य निधियों महित)	68.18	70.90	71.50
	स्टाफ क्वार्टरों सहित अस्पताल तथा श्रौतधालय भवनों का मूल्यहास, मरम्मत और प्रतुरक्षण			
	पूंजीगत निर्माण आरक्षित निधि में विनियोग	2,32.08	3,08.65	3,30.14
	पूंजीगत निर्माण आरक्षित निधि में विनियोग	17,92.83	9,44.00(म)	28,97.00(म)
	आपात आरक्षित निधि में विनियोग	1,28.91	95.18	1,00.00
	कुल राजस्व व्यय	1,88,05.88	2,01,47.88	7,30,93.92
	पूंजीगत निर्माण कार्य कार्यालय भवन (स्टाफ क्वार्टरों सहित)	73.28	1,64.00	2,18.00
	अस्पताल तथा श्रौतधालय भवन	9,67.34	8,58.00	10,12,00
	जोड़ :—पूंजीगत निर्माण कार्य	10,40.62	10,22.00	12,30.00
	अन्य पूंजीगत व्यय	—	1.78	—
ग.	वित्त का साधन			
	राजस्व आय			
	कर्मचारियों तथा नियोजकों का अंशवान	1,79,76.57	1,88,70.00	1,95,30.00
	भवनों का किराया	4,86.15	5,51.09	6,30.01
	मिवेशों, कजों तथा देशगियों पर आय	4,62.48	3,05.95	27,82.13
	अन्य राजस्व आय	3,96.33	4,10.84	4,03.12
	जोड़ :	1,93,21.53	201,47.88	7,33,45.26
	पूंजीगत व्यय :			
	पूंजीगत निर्माण आरक्षित निधि	17,92.83	9,44.00(म)	28,97.00(म)
	स्टाफ कार	—	1.78	—
	(म) अंशवान आय का 5% की वर पर 1981-82 के लिए पूंजीगत निर्माण आरक्षित निधि की व्यवस्था की गई। बजट प्राक्कलन 1982-83 में कमी पूरी की गई है।			
	(अ) पृष्ठ 72 पर पात्र टिप्पणी (अ) 2 देखिए।			
	(ट) पृष्ठ 73 पर पात्र टिप्पणी (म) देखिए।			
	(ठ) पृष्ठ 73 पर पात्र-टिप्पणी (म) देखिए।			

(म) अंशवान आय का 5% की वर पर 1981-82 के लिए पूंजीगत निर्माण आरक्षित निधि की व्यवस्था की गई। बजट प्राक्कलन 1982-83 में कमी पूरी की गई है।

(अ) पृष्ठ 72 पर पात्र टिप्पणी (अ) 2 देखिए।

(ट) पृष्ठ 73 पर पात्र टिप्पणी (म) देखिए।

(ठ) पृष्ठ 73 पर पात्र-टिप्पणी (म) देखिए।

9.2 अनुच्छेद 11 में नुक्त वर्ष-शेषों के अन्तर्गत प्रतिव्यक्ति-व्यय भार दिखाया गया है।

वित्तीय आवश्यकताओं की व्याख्या

10. निगम की वित्तीय आवश्यकताओं को भीटे तौर पर निम्न-लिखित शेषों में वर्गीकृत किया जा सकता है:—

1. चिकित्सा हितलाभ
2. नकद हितलाभ तथा अन्य हितलाभ
3. निदेशन, अधीक्षण तथा फील्ड कार्य
4. अस्पतानों तथा औषधालयों का मूल्यहाराम, मरम्मत तथा रख-रखाव।
5. पूँजीगत निर्माण कार्य

इनके विस्तृत और निम्नलिखित पैरों में दिए गए हैं:—

निमित मानकों, भानवड़, अधिकारम संभात तथा मानविक दरों हैं जिनके द्वारा निगम का अन्य नियमित किया जाता है।

1981-82 वर्ष के दौरान निगम ने लाभाधिकारियों को सेवा की क्षमताओं तथा कार्यकुशलता सुधारते की ओर काफी महत्वपूर्ण प्रगति की है। सेवा की कार्य कुशलता में वृद्धि तथा हितलाभों में सुधार निरुत्तर प्रक्रिया है।

1. चिकित्सा हितलाभ

11.1 चिकित्सा हितलाभों पर अव नीचे दिखाया गया है:—

1980-81	1981-82	1982-83
आस्तविक	परियोगित	बजट
प्राकड़े	प्राक्कलन	प्राक्कलन
(लाख रुपयों में)		
71,78.51	81,22.68	86,77.33

11.2 विल्सी संघ राज्य क्षेत्र के अलावा इन कार्यकलाप पर होने वाला अव गुणात में राज्य-सरकारों द्वारा किया जाता है जो चिकित्सा योजना का प्रशासनिक नियंत्रण करती है। निगम राज्य-सरकारों से अव विवरण प्राप्त होने पर निमाही आधार पर अपने सेवर की अवायगी करता है। प्रभावी नियंत्रण मुनिश्वित करने के उद्देश्य से निगम ने चिकित्सा बेंच-रेब के विभिन्न शोधों के अधीन चिकित्सा अवय की अधिकारम सीमाएं निश्चित कर दी है तथा राज्य सरकारों द्वारा प्रयोग के लिए 500 से अधिक दशहरों, इजरागों तथा औषधियों के संबंध में ग्रोष्ट

निमिताओं से वर ठेके किए गए हैं। अधिकारम सीमाओं से अधिक होने पास अवय के लिए राज्य-सरकारों द्वारा बहुत किया जाता है और वह अधिक अवय निगम के बजट में नहीं दिखाया जाता है।

2. नकद हितलाभ तथा अन्य हितलाभ

12.1 नकद हितलाभों पर अव नीचे दिया गया है।

1980-81	1981-82	1982-83
(आस्तविक प्राकड़े)	(परियोगित प्राक्कलन)	(बजट प्राक्कलन)
(लाख रुपयों में)		
80,41.45	90,75.28	93,75.81

12.2 रोजगार चोट हितलाभों के अलावा वर्ष के नकद हितलाभों के लिए पात्रता कार्यालयों द्वारा दिए गए वेत्रांशदातानों की संख्या तथा उनकी मजदूरी के दर पर तिर्हुत है। मांटे तौर पर वेत्रांशदाते के कारण नकद हितलाभ मजदूरी का 50% होता है। अपेक्षा तथा आधिकारम हितलाभ की स्थिति में वह मजदूरी का 70% होता है तथा बीमाकृत महिला कामगारों को प्रसूति हितलाभ की स्थिति में भीटे तौर पर पूरी मजदूरी दी जाती है। अस्ट्रेटिक चर्चे बीमाकृत अवक्ति की मृद्यु की स्थिति में 100 रुपये की रक्षण तक दिए जाते हैं।

12.3 इन हितलाभों की अदायगी लगवान सभी औषधिक कंपनियों में जहां योजना कार्यान्वय की गई है, स्थित अपने स्थानीय/सुगतात कार्यालयों की मार्फत निगम द्वारा सीधी बीमाकृत अवक्तियों या उनके लाभाधिकारियों को दी जाती है। 31 मार्च, 1981 को इस तरह के कार्यालयों की संख्या 707 थी जबकि एक वर्ष पहले यह संख्या 694 थी। नकद हितलाभों पर अव का आर अवेक तथ्यों, यानी स्वास्थ्य की स्थिति, औषधिक शांति और कामगारों की हितलाभों पर विभिन्न करती है। अतः कोई आस्तविक लक्ष्य निश्चित करना संभव नहीं है। 1980-81 वर्ष के दौरान 95,05 लाख अवायगियां (इनमें स्थायी अपनगता हितलाभ वालों के रूपान्तरण के लिए अनुरोध के संबंध में एकमुश्त अवायगियों से संबंधित 13,378 दावे शामिल हैं) की गई हैं। वे पिछले वर्ष के मुकाबले 9,58 लाख अधिक थी। औसतन 7,92 लाख अवायगियां प्रतिवार्ष की गई जबकि 79,80 वर्ष में 7,12 लाख अवायगियां प्रतिवार्ष की गई थीं। 1976-77 से 1,17 के मुकाबले प्रति कर्मचारी अदायगियों की संख्या बढ़कर 1977-78 में 1,33, 1978-79 में 1,43, 1979-80 में 1,48 तथा 1980-81 में 1,60 हो गई है।

12.4 नकद हितलाभों के विभिन्न वार्षों के अन्तर्गत अव क अवोरा नीचे दी गई भारगों में दिया गया है:—

1980-81	1981-82	1982-83
(आस्तविक प्राकड़े)	(परियोगित प्राक्कलन)	(बजट प्राक्कलन)
कर्मचारियों की गणि संख्या की भारित (लाख रु. में) प्रीसत प्राकड़े (प्राकड़े लाखों में)		
59.47	49,30.75	62.01
59.47	3,81.03	62.01
59.47	2,11.06	62.01
61.58	8,66.57	63.78
61.58	11,70.87	63.78
61.58	4,70.95	63.78
61.58	10.22	63.78
61.58	—	63.78
कर्मचारियों की गणि संख्या की भारित (लाख रु. में) प्रीसत प्राकड़े (प्राकड़े लाखों में)		
59.47	58,80.70	64.69
4,41.58	64.69	4,61.16
2,15.37	64.69	2,21.68
11,97.77	65.12	12,39.15
10,14.81	65.12	10,94.53
3,14.82	65.12	3,77.84
10.20	65.12	10.87
—	65.12	10.00

अध्ययन हितलालम्

13.1 अध्ययन हितलालम् पर अध्ययन निम्न प्रकार है—

1980-81	1981-82	1982-83
(वास्तविक भागडे)	(परिसीधित प्राक्कलन)	(बजट प्राक्कलन)
(लाख रुपयों में)		
21.68	27.74	29.07

13.2 इस कार्यकलाप में चिकित्सा वार्ड तथा अवीशी चिकित्सा अधिकरण के सदस्यों को फीम की प्रदायायी, बोमाहून कामगारों को चिकित्सा निर्देशी, चिकित्सा बोर्ड या अवीशी चिकित्सा अधिकरण के सभी उपस्थित होते के लिए भेजे जाने की स्थिति में सत्रारो छर्च तथा मन्त्रालय की हानि के लिए मुआवजे की प्रदायनी भाती है।

3. निवेशन, अवैधति तथा फोल्ड कार्य

14.1 बजट अवस्था निगम के अधिकारियों तथा कर्मचारियों के बेतन आवृत्ति तथा स्थापना पर अन्य अध्ययन के संबंध में है।

5. पूर्जीगत निर्माण कार्य

16.1 पूर्जीगत निर्माण कार्यों के लिए नीचे दी गई अनु-अवस्था आवश्यक होगी—

कार्यालय भवन (स्टाफ क्वार्टरों सहित)

अस्पताल/श्रीवधालयों (स्टाफ क्वार्टरों सहित)

जोड़

16.2 अनुबन्ध-2 में विवरण निर्माणाधीन परियोजनाओं के संबंध में निर्माण की प्रगति का सूचक है।

16.3 भजूर का गई निधियों, निर्माण एंजेंसियों के लिए निर्वाचित निधियों और प्रावश्यक होने वाली अनुमति राशि के संबंध में सूचना सहित अस्पताल विस्तरों, श्रीवधालयों तथा कार्यालय भवनों के लिए पूर्जीगत निर्माण कार्यक्रम की स्थिति नीचे दी गई है।

क. अस्पताल विस्तर

संख्या

भालको के अनुमार स्वीकार्य विस्तरों की संख्या (31-3-81) को कर्मचारियों की संख्या के अनुपात पर	25,328
पहले निर्माण विस्तरों की संख्या (नवम्बर, 1981) (77 अस्पताल तथा 36 अनुक्रमित)	16,984
निर्माणाधीन विस्तरों की संख्या (नवम्बर, 1981)	2,710
22 अस्पताल तथा 7 अनुक्रमित	4,250
पहले स्वीकृत विस्तरों की संख्या (53 नए अस्पताल)	1,384
(d) इस मन्त्र निर्माण योग्य श्रीवधालयों की संख्या	1,073
ऐन विस्तरों वरने जाने की स्थिति में वैतन कोत्रों से प्रावश्यक होने वाले श्रीवधालयों की संख्या	450

14.2 कार्यक्रम सारांश निम्न प्रकार है—

31-3-1981	31-3-1982	31-3-1983
की वास्तविक	की अनुमति	की अनुमति
संख्या	संख्या	संख्या
प्रधिकारी 502	560	562
प्रन्त कार्यक्रम 10,193	11,017	11,100

4. अस्पताल तथा श्रीवधालय भवनों का मूल्यहास, मरम्मत तथा अनुरक्षण

15. निगम के अस्पताल तथा श्रीवधालय भवनों की (मूल्यहास सहित) मरम्मत तथा अनुरक्षण पर अध्ययन नीचे दिखाया गया है।

1980-81	1981-82	1982-83
वास्तविक	परिसीधित	बजट
(लाख रुपयों में)		
प्रस्ताव/श्रीवधालय/अनुक्रमित 2,32,08	3,08,65	3,30,14

ये ग्राहक हैं इस उद्देश्य के लिए निर्वाचित प्रतिशतता के अनुसार संबंधित भारक्षण निधियों में अनुक्रम/अनुरक्षण योग्य राशियों के सूचक हैं। अध्ययन वाले में आरक्षण निधियों में से किया गया है।

1980-81	1981-82	1982-83
(वास्तविक भागडे)	(परिसीधित प्राक्कलन)	(बजट प्राक्कलन)
(लाख रुपयों में)		
73.28	1,64.00	2,18.00
9,67.34	8,58.00	10,12.00

10,40,62 10,22.00 12,30.00

श्रीवधालयों की कुल संख्या	1,523
निर्माण श्रीवधालयों की संख्या	219
निर्माणाधीन श्रीवधालयों की संख्या	
(30-9-1981 की स्थिति के अनुसार)	44
अभी निर्माण किए जाने वाले श्रीवधालयों की संख्या	1,260
(g) उपर्युक्त 'क' तथा 'ख' के मामले में वित्तीय परिवर्त्य	
सितम्बर 1981 तक मंजूर की गई राशि	1,09,72.55
सितम्बर 1981 तक मुक्त की गई राशि	83,34.41
गोप वेतना	26,38.14
निर्माण की जाने वाली परियोजनाओं के लिए अतिरिक्त देयता—	
(1) अस्पताल विस्तर 5634 बिस्तर \times 2.00 लाख रुपये प्रति विस्तर की लागत	1,12,68.00
(2) 1,260 श्रीवधालय \times 12.00 लाख रुपए प्रति श्रीवधालय दी लागत	1,51,20.00
(3) स्थान्य लाभ गृह	5,00.00
(4) कार्यालय भवनों तथा स्टाफ क्वार्टरों के लिए परिवर्त्य	30,00.00
कुल वेतनाएं	3,25,26.41

राज्य सरकारों तथा योजनायित निवेदनों से निमित्त किया गया है कि वे निमित्त कार्य का सञ्चालन कार्यक्रम चलाएँ। इस संबंध में निमित्ताधीन परियोजनाओं के भवनों में कौन गई प्रगति तथा निमित्त अस्तवालों को चालू करने के संबंध में भी आवधिक पुनरीक्षण किया जाता है।

16.4.30 मित्रवर 1981 तक स्टाफ कार्टरों महित और व्यालय तथा अस्तवालों के लिए भूमि के अर्जन तथा भवन के निमित्त पर

83,34,41 लाख रुपये (जिसमें अस्तवालों आदि के निमित्त के लिए महाराष्ट्र राज्य को मजूर किए गए 3,62,14 लाख रुपये के कर्जे शामिल हैं) पूर्णीगत व्यय हुआ।

तुलना-पत्र

17.1.31 मार्च, 1981 की स्थिति के अनुसार तुलन पत्र का सारांश नीचे दिया गया है:—

प्रतार्द	परिसम्पत्तियां (लाख रुपयों में)	प्रतार्द	परिसम्पत्तियां (लाख रुपयों में)
व्यय से अधिक भाव	1,72,72,38	स्थिर परिसम्पत्तियां भूमि तथा भवन	67,11,52
आरक्षित निधिया	22,24,59,16	निमित्त कार्य के लिए पेशियां	15,64,64
चालू वेपतार्द		स्टाफ कार चालू परिसम्पत्तियां	5,65
प्रतिमूलियों की जमा राशि, भविष्य निधि में अवाक्षी जमा	10,94	कर्मचारियों की पेशियां तथा भवनों की मरम्मत व अनुरक्षण के लिए पेशियां आदि	7,89,03
चिकित्सा जमा आदि	21,17	पार्वतीस्थ रोकड़ (—)	23,50
		आरक्षित निधियों का निवेश	1,65,72,10
		रोकड़ शेष तथा भागान्य रोकड़ शेष का निवेश	1,41,44,21
जोड़	3,97,63,65	जोड़	3,97,63,65

17.2 कर्मचारी राज्य बीमा अधिनियम, 1948 की बारा 37 के अनुसार नियम को 5 वर्ष के अन्तराल पर केन्द्रीय सरकार के अनुमोदन से नियुक्त पूलियाकर द्वारा अन्ती परिसम्पत्तियों और देवताओं का मूल्यांकन

कराना होगा। 31 मार्च, 1979 को समाप्त पंचायिक अवधि का मूल्यांकन इस उद्देश्य के लिए नियुक्त मूल्यांकक द्वारा शुरू किया गया है।

नियावन वर्तमान

1982-83

अनुवाद 1—3

प्रत्यंष्ठ-1

31-3-1981 की स्थिति के अनुमार कर्मचारी राज्य बीमा योजना के प्रधीन (1) योजना के अन्तर्गत आये कर्मचारियों (2) बीमाकृत व्यक्तियों (3) परिवार (बी०अ०) एकों की संख्या की राज्य वार व्याप्ति की स्थिति का सूचक विवरण।

क्र०म०	राज्य (केन्द्रीय की संख्या सहित)	1. योजना के अन्तर्गत आये कर्मचारियों की संख्या	2. बीमाकृत व्यक्तियों की संख्या	3. परिवार (बी०अ०) एकों की संख्या	योजना के अन्तर्गत आये कर्मचारियों (2) बीमाकृत व्यक्तियों (3) परिवार (बी०अ०) की संख्या की कुल संख्या	योजना के अन्तर्गत आये कर्मचारियों (2) बीमाकृत व्यक्तियों (3) परिवार (बी०अ०) के बाल आये कर्मचारियों की संख्या
1. आन्ध्र प्रदेश (44)	(1) 2,55,000 (2) 2,76,000 (3) 2,76,000	31,750	10,70,900	19,000		
2. असम (14)	(1) 34,000 (2) 37,000 (3) 37,000	1,950	1,43,550	12,000		
3. बिहार (29)	(1) 1,60,000 (2) 1,91,000 (3) 1,91,000	20,050	7,41,100	1,60,000		
4. चण्डीगढ़ (1)	(1) 19,000 (2) 22,000 (3) 22,000	1,100	85,350	—		

क्रम सं०	राज्य (केन्द्रों की संघरा सहित)	1. योजना के प्रत्यर्थी आवेदन कर्त्तवारियों की संख्या	बीमारूत महिलाओं की संख्या	लाभाधिकारियों की कुल संख्या	योजना के प्रत्यर्थी आवेदन कर्त्तवारियों की संख्या केवल धारा 2(12)
1	2	3	4	5	6
5. विलोर (1)		(1) 2,78,000 (2) 3,47,000 (3) 3,47,000	2,3,600	13,46,350	—
6. गुजरात (15)		(1) 5,60,000 (2) 5,94,000 (3) 5,94,000	35,650	23,04,700	1,34,000
7. हरियाणा (19)		(1) 2,05,000 (2) 2,53,000 (3) 2,53,000	19,000	9,81,850	15,500
8. हिमाचल प्रदेश (1)		(1) 1,200 (2) 1,300 (3) 1,300	50	5,050	4,200
9. जम्मू व कश्मीर (—)		(1) — (2) — (3) —	—	—	11,600
10. कर्नाटक (20)		(1) 3,20,000 (2) 3,59,000 (3) 3,59,000	38,800	13,92,900	26,500
11. केरल व माले (34)		(1) 3,20,000 (2) 3,40,000 (3) 3,40,000	1,13,900	13,19,200	1,100
12. मध्य प्रदेश (23)		(1) 1,75,000 (2) 2,17,000 (3) 2,17,000	15,200	8,41,950	81,000
13. महाराष्ट्र					
1. बम्बई शेत्र (1)		(1) 11,70,000 (2) 12,40,000 (3) 12,40,000	76,900	48,11,200	14,500
2. गोप्ता (7)		(1) 20,000 (2) 22,000 (3) 22,000	1,350	85,350	—
3. मागपुर शेत्र (10)		(1) 85,000 (2) 90,500 (3) 90,500	2,600	3,51,150	23,500
4. पूर्वा शेत्र (15)		(1) 2,57,000 (2) 2,73,000 (3) 2,73,000	13,650	10,59,250	38,500
14. उड़ीसा (26)		(1) 1,21,000 (2) 1,28,500 (3) 1,28,500	15,400	4,98,600	42,000
15. पाण्डिचेरी (1)		(1) 17,000 (2) 18,500 (3) 18,500	1,450	71,800	—

1	2	3	4	5	6
16. पंजाब (27)					
	(1)	1,80,000	11,250	8,73,000	9,600
	(2)	2,25,000			
	(3)	2,25,000			
17. राजस्थान (23)					
	(1)	1,40,000	15,400	6,79,000	5,800
	(2)	1,75,000			
	(3)	1,75,000			
18. तमिलनाडु (44)					
	(1)	4,75,000	56,300	19,86,550	35,000
	(2)	5,12,000			
	(3)	5,12,000			
19. उत्तर प्रदेश (47)					
	(1)	4,65,000	9,000	19,40,000	33,200
	(2)	5,00,000			
	(3)	5,00,000			
20. पश्चिमी बंगाल (9)					
	(1)	10,75,000	40,200	51,99,200	1,68,000
	(2)	13,40,000			
	(3)	13,40,000			
21. समस्त भारत (411)					
	(1)	63,32,200	5,44,550	2,77,87,800	8,35,000
	(2)	71,61,800			
	(3)	71,61,800			

अनुबंध - 2

कर्मचारी राज्य शीमा योजना

विभिन्न शोषणों के भवनर्तन प्रति व्यक्ति व्यय

	वास्तविक 1979-80 रुपये	वास्तविक 1980-81 रुपये	परिशोधित 1981-82 रुपये	बजट 1982-83 रुपये
1. नकद हितलाभ, बीमारी हितलाभ (विस्तारित बीमारी हितलाभ भवित्व)	74.56	89.32	101.95	99.28
पर्याप्ती अपर्याप्त हितलाभ	11.76	14.07	18.78	19.03
स्थायी अपर्याप्त हितलाभ	11.03	19.01 (क)	15.91	16.81
आधिक जन हितलाभ	2.99	7.65 (ख)	4.94	5.80
प्रसूति हितलाभ	3.43	3.55	3.47	3.43
भन्त्योचित हितलाभ	0.17	0.17	0.16	0.17
अन्य हितलाभ	0.29	0.35	0.44	0.45
प्रशक्तना हितलाभ	—	—	—	0.15
कुल नकद हितलाभ	104.23	134.12	145.65	145.12
2. छिकिल्सा देख-रेख पर व्यय (निगम का योग्य)	107.32	115.81	126.53	132.28
3. प्रशासनिक खर्च	19.27	22.90	24.68	25.86
4. अस्पताल, औषधानंद (मरम्मान, ग्रन्तुरक्षण व गूस्टाहाम)	3.16	3.77	4.84	5.07
5. प्रतिव्यक्ति कुल व्यय	233.98	276.60	301.70	308.33

(क) इसमें 1-4-78 से पहले के मामलों के संबंध में 1-4-80 से स्वीकृत वृद्धि के कारण एकमुश्त समायोजन की राशि (2,70.42 लाख रुपये) शामिल नहीं है।

(ख) इसमें 1-4-78 से पहले के मामलों के संबंध में 1-4-80 से स्वीकृत वृद्धि के कारण एकमुश्त समायोजन की राशि (1,59.58 लाख रुपये) शामिल नहीं है।

टिप्पणी : इस विवरण में जोखिमप्रस्त कर्मचारियों की वास्तविक संख्या के आधार पर घटनाओं की संख्या निकाली गई है।

गतुवाद्य—3

निर्दिष्टानीय कर्मचारी राज्य बोमा निर्माण कार्यों की प्रगति का सूचक विवरण

क्र. सं.	कार्य का नाम/स्थान	स्वीकृत धनराशि (लाख हजारों में)	कार्य प्रारम्भ होने की तारीख	1981-82 के दौरान प्राप्त का सम्पादित वर्ष	
				पूरा होने का सम्पादित उपलब्धिया	दौरान प्राप्त का सम्पादित वर्ष
1	2	3	4	5	6
1. 50 बिस्तर बाला क०रा०बी० अस्पताल, राजामुद्रा (आन्ध्र प्रदेश)	46.57	1980	60%	1982-83	
2. 50 बिस्तर बाला क०रा०बी० अस्पताल गोहाटी (असम)	56.03	भगस्त, 77	80%	1982-83	
3. 50 बिस्तर बाला क०रा०बी० अस्पताल, राची (बिहार)	29.91	—	20%	—	
4. 50 बिस्तर बाला क०रा०बी० अस्पताल, कलोल (गुजरात)	37.60	15-3-78	80%	1982-83	
5. 50 बिस्तर बाला क०रा०बी० अस्पताल, राजकोट (गुजरात)	38.89	11-3-78	80%	1982-83	
6. 150 बिस्तर बाला क०रा०बी० अस्पताल, सूरत (गुजरात)	90.75	25-8-77	80%	1982-83	
7. 100 बिस्तर बाला क०रा०बी० अस्पताल, फेरोक (केरल)	41.28	—	20%	—	
8. 300 बिस्तर बाला क०रा०बी० अस्पताल, इन्दिरानगर, बंगलोर (कर्नाटक)	185.01	1-5-78	70%	1982-83	
9. 120 बिस्तर बाला क०रा०बी० अस्पताल, शोलापुर (महाराष्ट्र)	111.22	1979	50%	1983-84	
10. 60 बिस्तर बाला क०रा०बी० अस्पताल, कोटा (राजस्थान)	81.02	1980	50%	1983-84	
11. 100 बिस्तर बाला क०रा०बी० अस्पताल, शागरा (उत्तर प्रदेश)	163.19	सितंबर, 76	100%	1981-82	
12. 100 बिस्तर बाला क०रा०बी० अस्पताल, गजियाबाद (उत्तर प्रदेश)	148.67	जनवरी, 78	100%	1981-82	
13. 50 बिस्तर बाला क०रा०बी० अस्पताल सहारनपुर (उ०प्र०)	27.69	1980	60%	1982-83	
14. 250 बिस्तर बाला क०रा०बी० अस्पताल, बद्रेल (उ०बंगाल)	237.69	भगस्त, 76	100%	1981-82	
(1) मोजूवा क०रा०बी० अस्पताल, मंगलोर (कर्नाटक) में प्रतिरिक्ष 40 बिस्तर	17.20	1980	70%	1982-83	
(2) मोजूवा क०रा०बी० अस्पताल, पांडुनगर, कामपुर (उ०प्र०) में प्रतिरिक्ष 100 बिस्तर	31.89	1980	50%	1982-83	
क०रा०बी० अनेकस्थी					
1. 20 बिस्तर बाली क०रा०बी० अनेकसी, तिनसुकिया (असम)	22.85	25-8-77	60%	1982-83	
2. श्रीष्टधालय के साथ 12 बिस्तर बाली क०रा०बी० अनेकसी, पिजौर (हरियाणा)	क०रा०बी०	29-10-80	—	1982-83	
	प्रौद्योगिकी के प्रस्तुत धन व्यवस्था की गई				
3. 20 बिस्तर बाली क०रा०बी० अनेकसी, गुलबर्गा (कर्नाटक)	2.48	5-10-75	100%	1981-82	
4. 24 बिस्तर बाली क०रा०बी० अनेकसी, सीतापुर (उ०प्र०)	2.46	जून, 77	100%	1981-82	
5. 12 बिस्तर बाली क०रा०बी० अनेकसी, उप्राय (उ०प्र०)	1.43	दिसंबर, 76	300%	1981-82	
6. 12 बिस्तर बाली क०रा०बी० अनेकसी, इटावा (उ०प्र०)	1.38	29-10-77	100%	1981-82	
7. 20 बिस्तर बाली क०रा०बी० अनेकसी, कोलिवर (बिहार)	2.91	1981	25%	1982-83	
क०रा०बी० श्रीष्टधालय :					
1. 5 डा० बाला श्रीष्टधालय, मालेपल्ली, हैदराबाद (आन्ध्र प्रदेश)	11.54	1977	2-9-80 से आनंद	2-9-80	
2. 50 बिस्तर बाला क०रा०बी० अस्पताल, राजामुद्रा के साथ 4 डा० बाला श्रीष्टधालय (आन्ध्र प्रदेश)	—	1980	60%	1982-83	
3. 5 डा० बाला श्रीष्टधालय नं० 1, सनायनगर (आन्ध्र प्रदेश)	13.88	1981	20%	1982-83	
4. 5 डा० बाला श्रीष्टधालय नं० 2, सनायनगर (आन्ध्र प्रदेश)	13.88	1981	20%	1982-83	
5. क०रा०बी० अनेकसी, तिनसुकिया के साथ 4 डा० बाला श्रीष्टधालय (असम)	क०रा०बी०	25-8-77	क०रा०बी०	1982-83	
	अनेकसी के ग्रन्त-गंत धन व्यवस्था की गई				
6. 1 डा० बाला श्रीष्टधालय, धम्बोना (बिहार)	1.94	—	श्रीष्टधालय का निर्माण बन्द कर दिया है		
7. 5 डा० बाला श्रीष्टधालय, मुंबेर (बिहार)	5.30	जनवरी, 70	50%	1982-83	

क्रमसंख्या	कार्य का नाम/स्थान	संरक्षित धनराशि (माला रूपयों में)	कार्य प्रारंभ होने की तारीख	1981-82 के दौरान प्राप्त संभावित उपलब्धियां	कार्य पूरा होने का संभावित वर्ष
8	6 डा० वाला श्रीष्ठालय, कट्टिहार (बिहार)	4. 96	1978	100%	1981-82
9	5 डा० वाला श्रीष्ठालय, नाल दरवाजा (गुजरात)	14. 16	25-10-74	100%	1981-82
10	5 डा० वाला श्रीष्ठालय, प्रतापनगर (गुजरात)	9. 20	1980	50%	1982-83
11	3 डा० वाला श्रीष्ठालय, मैक्टर-27 बी, फरीदाबाद (हरियाणा)	13. 47	1978	100%	1981-82
12	3 डा० वाला श्रीष्ठालय, एन० एच० 5, फरीदाबाद (हरियाणा)	13. 09	12-7-79	100%	1982-83
13	3 डा० वाला श्रीष्ठालय, गुडगांव (हरियाणा)	6. 90	1980	60%	1982-83
14	4 डा० वाला श्रीष्ठालय, पिंजौर (हरियाणा)	16. 30	29-10-80	60%	1982-83
15	4 डा० वाला श्रीष्ठालय, नं० 1 काटनपेट, बंगलौर (कर्नाटक)	12. 60	1978	60%	1982-83
16	श्रीष्ठालय नं० 1 काटनपेट, बंगलौर के साथ 1 डा० वाला श्रीष्ठालय नं० 2 (कर्नाटक)	—	1978	श्रीष्ठालय नं० 1 के असर्वत बन व्यवस्था की गई	1982-83
17	4 डा० वाला श्रीष्ठालय, इस्किरानगर, बंगलौर (कर्नाटक)	9. 27	1978	40%	1982-83
18	4 डा० वाला श्रीष्ठालय जयानगर, नवां छाक, बंगलौर (कर्नाटक)	9. 35	18-5-79	40%	1982-83
19	4 डा० वाला श्रीष्ठालय, त्रिवेक नगर (कर्नाटक)	9. 27	1-6-79	40%	1982-83
20	4 डा० वाला श्रीष्ठालय, जयराजन कालौनी, बंगलौर (कर्नाटक)	9. 27	1-8-79	80%	1982-83
21	4 डा० वाला श्रीष्ठालय, मैसूर रोड, बंगलौर (कर्नाटक)	9. 42	9-8-79	80%	1982-83
22	4 डा० वाला श्रीष्ठालय, विलियम टाउन, बंगलौर (कर्नाटक)	9. 40	1-5-79	90%	1982-83
23	4 डा० वाला श्रीष्ठालय, श्रीहृगोदी बंगलौर (कर्नाटक)	9. 35	19-5-79	40%	1982-83
24	4 डा० वाला श्रीष्ठालय, श्री रामपुरम, बंगलौर (कर्नाटक)	9. 50	1978	40%	1983-84
25	4 डा० वाला श्रीष्ठालय नं० 1, अंजनेया स्वामी मन्दिर, बंगलौर (कर्नाटक)	9. 65	18-5-79	80%	1982-83
26	श्रीष्ठालय नं० 1, बंगलौर के साथ 4 डा० वाला श्रीष्ठालय नं० 2, अंजनेया स्वामी मन्दिर, बंगलौर (कर्नाटक)	—	28-5-79	80%	1982-83
27	4 डा० वाला श्रीष्ठालय, फेजर टाउन, बंगलौर (कर्नाटक)	9. 95	4-6-79	80%	1982-83
28	3 डा० वाला श्रीष्ठालय, बासवानगुडी, बंगलौर (कर्नाटक)	12. 60	1981	20%	1982-83
29	2 डा० वाला श्रीष्ठालय, चकई (केरल)	3. 58	1978	30%	1982-83
30	4 डा० वाला श्रीष्ठालय, प्रतापनगर (केरल)	8. 57	1978	75%	1982-83
31	4 डा० वाला श्रीष्ठालय, चलापुरम (केरल)	5. 47	1978	50%	1982-83
32	3 डा० वाला श्रीष्ठालय, पारम्पर्बूर (केरल)	5. 38	28-9-77	25%	1982-83
33	3 डा० वाला श्रीष्ठालय, श्रीराम्पुर (उड़ीसा)	14. 96	1978	80%	1982-83
34	3 डा० वाला श्रीष्ठालय, गंधीनगर (पांडिचेरी)	16. 85	1981	30%	1982-83
35	5 डा० वाला श्रीष्ठालय, मुवातारपेट (पांडिचेरी)	20. 79	1981	30%	1982-83
36	2 डा० वाला श्रीष्ठालय, राजपुरा (पंजाब)	6. 71	1980	80%	1982-83
37	2 डा० वाला श्रीष्ठालय, खन्ना (पंजाब)	6. 40	1981	35%	1982-83
38	3 डा० वाला श्रीष्ठालय, छोहरी कला (पंजाब)	4. 61	1978	40%	1982-83
39	3 डा० वाला श्रीष्ठालय, खरह (पंजाब)	6. 89	1978	60%	1982-83
40	5 डा० वाला श्रीष्ठालय, अम्बा बाड़ी (राजस्थान)	7. 28	1979	25%	1983-84
41	2 डा० वाला श्रीष्ठालय, अजमेर (राजस्थान)	4. 60	1979	25%	1983-84
42	4 डा० वाला श्रीष्ठालय, भरतपुर (राजस्थान)	7. 18	1980	30%	1983-84
43	5 डा० वाला श्रीष्ठालय, दृष्टियालूर (तमिलनाडु)	13. 18	1980	80%	1983-84
44	5 डा० वाला श्रीष्ठालय, जूही, कानपुर (उ० प्र०)	8. 99	1978	60%	1982-83
45	3 डा० वाला श्रीष्ठालय, मानपुर, नामिक (महाराष्ट्र)	5. 09	17-12-79	100%	1981-82
	कार्यालय भवन तथा स्टाफ स्टार्टर				
1.	स्थानीय कार्यालय, सताथ नगर, हेवराबाद (आंध्र प्रदेश)	2. 64	1980	100%	1981-82

क्र०सं० कार्य का नाम/स्थान	स्वीकृत धनराशि (लाख रुपयों में)	कार्य प्रारंभ होने की तारीख	1981-82 के दौरान प्राप्त का संभावित वर्ष संभावित उप-लक्षित्या	कार्य पूरा होने की संभावित वर्ष
१. क्षेत्रीय कार्यालय, पटना (बिहार)	35.00	22-4-78	90%	1982-83
३. स्थानीय कार्यालय, पार्वगेट, बड़ौदा (गुजरात)	3.91	1978	100%	1981-82
४. क्षेत्रीय कार्यालय, बिन्नीकोल्ड बिलोर (कर्नाटक)	57.38	15-11-78	70%	1982-83
५. क० रा० श० श्रीपद्मानाथ के साथ स्थानीय कार्यालय कराधिन मानहाली (कर्नाटक)	—	—	श्रीपद्मानाथ के प्रत्यर्गत व्यवस्था की गई।	—
६. क० रा० श० श्रीपद्मानाथ के साथ स्थानीय कार्यालय श्रीरामपुरम (कर्नाटक)	—	—	श्रीपद्मानाथ के प्रत्यर्गत व्यवस्था की गई	—
७. क० रा० श० श्रीपद्मानाथ के साथ स्थानीय कार्यालय काठगोपेट (कर्नाटक)	—	—	श्रीपद्मानाथ के प्रत्यर्गत व्यवस्था की गई	—
८. क० रा० श० श्रीपद्मानाथ के साथ स्थानीय कार्यालय, सातपुर, नासिक, (महाराष्ट्र)	2.28	—	श्रीपद्मानाथ के प्रत्यर्गत व्यवस्था की गई	—
९. ३२ अतिरिक्त टाइप-२ स्टाफ क्वार्टर, अन्धेरी, वरसोवा, बम्बई, (महाराष्ट्र)	20.58	1979	80%	1981-82
१०. ४ टाइप-३ी स्टाफ क्वार्टर, अन्धेरी, वरसोवा, बम्बई (महाराष्ट्र)	11.80	1981	80%	1982-83
११. स्टाफ क्वार्टर, अन्धेरी (महाराष्ट्र)	2.76	1981	70%	1982-83
१२. स्थानीय कार्यालय, भुवनारिया, उज्जैत (मध्य प्रदेश)	1.27	1979	60%	1982-83
१३. स्टाफ क्वार्टर, नेहरू नगर, इत्तीर (मध्य प्रदेश)	26.70	1979	100%	1981-82
१४. स्थानीय कार्यालय, बुरहानपुर (मध्य प्रदेश)	3.72	1978	80%	1982-83
१५. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, सतना (मध्य प्रदेश)	2.66	अगस्त, 80	100%	1981-82
१६. लघु स्थानीय कार्यालय, तथा स्टाफ क्वार्टर, हीराकुंड (उड़ीसा)	3.09	1979	100%	1981-82
१७. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, शोद्धार (उड़ीसा)	4.31	1979	60%	1982-83 (विकास के कारण कार्य रोक दिया गया था)
१८. स्थानीय कार्यालय, बृजराज-नगर (उड़ीसा)	1.18	1979	60%	1982-83
१९. क्षेत्रीय कार्यालय, भवनेश्वर (उड़ीसा)	17.96	1978	80%	1982-83
२०. स्थानीय कार्यालय, गिर्डी (तमिलनाडु)	3.09	28-7-80	80%	1982-83
२१. क्षेत्रीय कार्यालय, मद्रास (तमिलनाडु) (३ तल 22-1-81 की आवू किए गए)	65.77	1975	80%	1982-83 (३ तल 22-1-81 से आवू किए जा चुके हैं)
२२. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, मेट्टूर (तमिलनाडु)	6.63	1981	30%	1982-83
२३. स्थानीय कार्यालय, कबाड़ी मार्केट, कानपुर (उत्तर प्रदेश)	1.89	1978	100%	1981-82 (निर्माण कार्य पूरा हो चुका है परन्तु पानी तथा विजली न मिलने के कारण स्थानीय कार्यालय अभी चालू नहीं हुआ है)
२४. स्थानीय कार्यालय, जूही, कानपुर (उत्तर प्रदेश)	2.75	1981	50%	1982-83
२५. ५२ स्टाफ क्वार्टर, साल्ट लेक, कलकत्ता (पश्चिमी बंगाल)	30.69	4-4-77	100%	1981-82
२६. क्षेत्रीय कार्यालय, अवैको, जयपुर (राजस्थान)	17.62	25-7-80	30%	1982-83
२७. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, कोटा (राजस्थान)	3.76	1981	40%	1982-83

ऐसी नई परियोजनाओं का सूचक विवरण जिनके लिये 1982-83 के वर्ष के लिये बजट व्यवस्था को गई है।

क्र.सं.	क० रा० बी० अस्ताल
1.	क० रा० बी० अस्ताल अदोनी में अतिरिक्त स्टाफ क्वार्टर (आनंद प्रदेश)
2.	50 विस्तर वाला क० रा० बी० अस्ताल, नरियाड (गुजरात)
3.	50 विस्तर वाला क० रा० बी० अस्ताल, कैम्बे (गुजरात)
4.	50 विस्तर वाला क० रा० बी० अस्ताल, वापी (गुजरात)
5.	50 विस्तर वाला क० रा० बी० अस्ताल, बहादुरगढ (हरियाणा)
6.	50 विस्तर वाला क० रा० बी० अस्ताल, भोपाल (म० प्र०)
7.	50 विस्तर वाला क० रा० बी० अस्ताल, नागदा (म० प्र०)
8.	50 अतिरिक्त विस्तर वाला क० रा० बी० अस्ताल, खालियर (म० प्र०)
9.	100 विस्तर वाला क० रा० बी० अस्ताल, कोल्हापुर (महाराष्ट्र)
10.	50 विस्तर वाला स्वास्थ्य लाभ गृह, वाली (महाराष्ट्र)
11.	50 विस्तर वाला क० रा० बी० अस्ताल, मण्डी गोविंदगढ़ (पश्चिम)
12.	97 अतिरिक्त विस्तर वाला क० रा० बी० अस्ताल, जयपुर (राजस्थान)
13.	50 विस्तर वाला क० रा० बी० अस्ताल, पाली (राजस्थान)
14.	50 विस्तर वाला क० रा० बी० अस्ताल, जोधपुर (राजस्थान)
15.	50 विस्तर वाला क० रा० बी० अस्ताल, भोलाडा (राजस्थान)
16.	50 विस्तर वाला क० रा० बी० अस्ताल, मेट्रडम, (तमिलनाडु)
17.	50 विस्तर वाला क० रा० बी० अस्ताल, शिवाकाशी, (तमिलनाडु)
18.	50 विस्तर वाला क० रा० बी० अस्ताल, त्रिविरापल्ली (तमिलनाडु)
19.	50 विस्तर वाला क० रा० बी० अस्ताल, अलीगढ (उप्र०)
20.	50 विस्तर वाला क० रा० बी० अस्ताल, बरेनी (उप्र०)
21.	क० रा० बी० अस्ताल, मोदीनगर में 50 विस्तर वाले स्वास्थ्य लाभ गृह का निर्माण (उत्तर प्रदेश)
	क० रा० बी० अनेकस्ती
1.	क० रा० बी० अस्ताल सांख नार में क० रा० बी० वार्ड (आनंद प्रदेश)
2.	एम० एम० (मेडिकन कॉलेज) अस्ताल, जयपुर में 50 विस्तर वाली क० रा० बी० अनेकस्ती (राजस्थान)
	क० रा० बी० अतिरिक्त व्यवधालय
1.	क० रा० बी० अतिरिक्त व्यवधालय, न० 1 मनाथ नगर (आनंद प्रदेश)
2.	क० रा० बी० अतिरिक्त व्यवधालय, न० 2 मनाथ नगर, हैदराबाद (आनंद प्रदेश)
3.	क० रा० बी० अतिरिक्त व्यवधालय, मारवेरीदा (प्रतम)
4.	क० रा० बी० अतिरिक्त व्यवधालय, नव नगरी (प्रिली)

क० सं०	क० रा० बी० अतिरिक्त व्यवधालय
5.	क० रा० बी० अतिरिक्त व्यवधालय, इश्क नार, नई दिल्ली
6.	क० रा० बी० अतिरिक्त व्यवधालय, रामुचीर नार, (प्रिली)
7.	क० रा० बी० अतिरिक्त व्यवधालय, मोलमपुर (विली)
8.	क० रा० बी० अतिरिक्त व्यवधालय, रोहतक (हरियाणा)
9.	क० रा० बी० अतिरिक्त व्यवधालय, प्राम लाल्हाडा सोनीपत (हरियाणा)
10.	क० रा० बी० अतिरिक्त व्यवधालय, हिमार (हरियाणा)
11.	क० रा० बी० अतिरिक्त व्यवधालय, सैन्डर 15ए, फरोदाबाद (हरियाणा)
12.	क० रा० बी० अतिरिक्त व्यवधालय, सैन्डर-28, फरोदाबाद (हरियाणा)
13.	क० रा० बी० अतिरिक्त व्यवधालय, मुनिरेंडोपलाथा (माताहट्टी) बंगलौर (कर्नाटक)
14.	क० रा० बी० अतिरिक्त व्यवधालय, नंजनगुड, बंगलौर (कर्नाटक)
15.	क० रा० बी० अतिरिक्त व्यवधालय, वानडानगुड (कर्नाटक)
16.	क० रा० बी० अतिरिक्त व्यवधालय, शोलापुर (महाराष्ट्र)
17.	क० रा० बी० अतिरिक्त व्यवधालय, मीरोल इन्डस्ट्रियल एन्डिंग, अंधेरो (महाराष्ट्र)
18.	क० रा० बी० अतिरिक्त व्यवधालय, बन्लास्पुर (महाराष्ट्र)
19.	क० रा० बी० अतिरिक्त व्यवधालय, चुम्पारो (म० प्र०)
20.	क० रा० बी० अतिरिक्त व्यवधालय, बास्टोल (उडीसा)
21.	क० रा० बी० अतिरिक्त व्यवधालय, प्रेता चुरार (उडीसा)
22.	क० रा० बी० अतिरिक्त व्यवधालय, वराला (पंजाब)
23.	क० रा० बी० अस्ताल कम्लैक्स लुधियाना में क० रा० बी० अतिरिक्त व्यवधालय (पंजाब)
24.	क० रा० बी० अतिरिक्त व्यवधालय नं० 2, पाली (राजस्थान)
25.	क० रा० बी० अतिरिक्त व्यवधालय किशनगढ़ (राजस्थान)
26.	क० रा० बी० अतिरिक्त व्यवधालय, अम्बाश्वर (तमिल नाडु)
27.	क० रा० बी० अतिरिक्त व्यवधालय, तिक्केलदेली (तमिल नाडु)
28.	क० रा० बी० अतिरिक्त व्यवधालय, गणपति (तमिल नाडु)
29.	क० रा० बी० अतिरिक्त व्यवधालय, माहुपुरी, वाराणसी (उप्र०)
30.	क० रा० बी० अतिरिक्त व्यवधालय, चुक मिश्पिर (उप्र०)
31.	क० रा० बी० अस्ताल, साल्टलेक मानिकटोला के लिए अतिरिक्त स्टाफ क्वार्टर (पश्चिमी बंगाल)

कार्यालय भवन तथा स्टाफ क्वार्टर

1.	स्टाफ क्वार्टर मुकेशवर, (उडीसा)
2.	क्षेत्रीय कार्यालय तथा स्टाफ क्वार्टर, इंडोर (म० प्र०)
3.	स्थानीय कार्यालय, जूही, कानपुर (उ० प्र०)
4.	स्थानीय कार्यालय, विकासितापुरम (तमिल नाडु)
5.	स्थानीय कार्यालय कोविलपट्टी (तमिल नाडु)
6.	मेट्रा (तमिल नाडु)
7.	स्थानीय कार्यालय, गणपति (तमिल नाडु)
8.	स्थानीय कार्यालय, प्रवादी (तमिल नाडु)
9.	स्थानीय कार्यालय, पारावाड (तमिल नाडु)
10.	स्थानीय कार्यालय तिरुमेयियूर (तमिल नाडु)

New Delhi, the 20th May, 1982

SO. 1360.—In pursuance of Section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the Financial Estimates and Performance Budget of the Employees' State Insurance Corporation for the year 1982-83 is hereby published for general information.

**EMPLOYEES' STATE INSURANCE CORPORATION
FINANCIAL ESTIMATES**

AND

PERFORMANCE BUDGET

1982-83

**EMPLOYEES' STATE INSURANCE CORPORATION
EXPLANATORY MEMORANDUM ON THE REVISED
ESTIMATES FOR THE YEAR 1981-82 AND
BUDGET ESTIMATES FOR THE YEAR 1982-83**

The Budget Estimates of the Receipts and Expenditure of the Employees' State Insurance Corporation for the financial year 1981-82 were approved by the Standing Committee and the Corporation at the meetings held on the 6th February, 1981 and 7th February, 1981 respectively. These were approved by the Central Government.

2. The Budget Estimates 1981-82 covered—

- (i) provisions needed for the running of the Scheme in various Centres where it has already been implemented, and
- (ii) funds needed for the extension of the Scheme to new areas/new classes of establishments.

3. At the time of preparing the Budget Estimates for 1981-82, it was anticipated that the coverage under the Employees' State Insurance Scheme would be 63.32 lakhs employees. The above target was, however, achieved during the year 1980-81 itself (coverage as on 31-3-1981 was 63.32 lakhs).

4. Appendix-I shows State-wise total coverage where the Scheme has already been implemented upto 30-11-1981 & additional areas including new sectors of employment, along-with the dates, where the Scheme is expected to be implemented during 1981-82 and 1982-83. These areas have been determined in consultation with the State Governments.

5. The Revised Estimates for the financial year 1981-82 and Budget Estimates for the year 1982-83 have been prepared in the light of the revised programme of implementation.

BUDGET STATEMENTS

6.2 The tabulated Budget Statements 'A' and 'B' contain actuals of receipts and expenditure, respectively, for the year 1980-81, Revised Estimates for 1981-82 and Budget Estimates for 1982-83.

6.2 The table below shows the estimates at a glance.

BUDGET AT A GLANCE

Head of Account	1980-81	1981-82		1982-83
	Actuals	Budget	Revised	Budget Estimates
(Rupees in lakhs)				
REVENUE RECEIPTS				
Contributions	1,79,76.57	1,88,80.00	1,88,80.00	1,95,30.00
Interest and Dividends	4,62.48	5,20.13	3,05.95 (1)	27,82.13 (a)
Compensations	2,97.67	2,87.56	2,78.39	3,13.15
Rents, Rates and Taxes	4,86.15	4,46.00	5,51.09	6,30.01
Other Heads (b)	98.66	1,07.78	1,32.45	89.97
Total Revenue Receipts	1,93,21.53	2,02,41.47	2,01,47.88	2,33,45.26

EXPENDITURE ON REVENUE ACCOUNT

1. Benefits				
A. Medical Benefits	71,78.51	79,98.88	81,22.68	86,77.33
B. Cash Benefits	80,41.45	77,60.46	90,75.28	93,75.81
C. Other Benefits	21.68	22.14	27.79	29.07
Total Benefits	1,52,41.64	1,57,81.48	1,72,25.75	1,80,82.21
2. Administration expenses	14,10.42	15,38.99	15,74.30	16,84.57
3. Hospitals/Dispensaries (Depreciation, Repairs & Maintenance)	2,32.08	2,91.90	3,08.65	3,30.14
4. (i) Capital Constitution Reserve Fund	17,92.83	18,88.00	9,44.00	28,97.00
(ii) Emergency Reserve Fund	1,28.91	1,48.22	95.18	1,00.00
Total expenditure on Revenue Account	1,88,05.88	1,96,48.59	2,01,47.88	2,30,93.92
Excess of income over expenditure	5,15.65	5,92.88	Nil (c)	2,51.34

(a) See paragraph 9.6

(b) Includes share of Delhi Administration towards medical benefits and other heads of revenue.

(c) See paragraph 17.

Head of Account	(Rupees in lakhs)				
	1980-81		1981-82		1982-83
	Actuals	Budget	Estimates	Revised	Budget
EXPENDITURE OUTSIDE THE REVENUE ACCOUNT					
Expenditure on Capital Account	10,40.62	8,50.60	10,23.78	12,30.00	
Opening Cash Balance	7,54.66	6,36.09	9,37.57	6,90.00	
Closing Cash Balance	9,37.57	6,40.00	6,90.00	7,10.00	

Brief explanations for some of the important items under the various heads are furnished in the following paragraphs.

7. Contributions.—Employer's and Employee's shares of contribution are payable by the employer as per rates in Schedule I of the Employee's State Insurance Act, 1948 as modified by the Employee's State Insurance Amendment Act, 1975.

8.1 Medical Benefits.—The expenditure under the head "A-Medical Benefits", except for the Union Territory of Delhi where the Scheme is directly administered by the Corporation, is initially incurred by the State Governments and is later shared between the Corporation and the State Governments in the prescribed ratio of 7:1. The maximum shareable amount is subject to the ceilings fixed by the Corporation from time to time. The provision made under this head is intended to cover the Corporation's share of the expenditure.

8.2 Ceiling on Expenditure on Medical Benefits.—The ceilings of yearly shareable expenditure on medical benefits for employees are as follows from 1st April, 1980.

Type of Medical Care	Amount of ceiling, per employee
Restricted	Rs. 70
Expanded	Rs. 85
Full	Rs. 120

Further expenditure on drugs, medicines and dressing exceeding Rs. 25 but not exceeding Rs. 50 per employee family unit per annum is allowed over and above the rates of ceiling.

The rent of buildings owned by the Employees' State Insurance Corporation and charged to the E.S.I. Scheme, is kept outside, the ceiling but is shared between the State Governments and the Corporation in the usual ratio.

8.3 Payments to State Governments.—The Corporation makes during the year 'On Account' payment upto 90% of its share of expenditure on medical benefits, on the basis of expenditure statements received from the State Governments, subject to adjustments on receipt of audit certificates from the concerned State Accountant General.

8.4 Expenses incurred directly by the Corporation.—The provision made under the head "Medical treatment and care and maternity facilities—expenses incurred directly by the Corporation" includes the estimated cost of administration of the Medical Care to the Insured Persons and their families in the Union Territory of Delhi. The anticipated recovery at the rate of 1/8th of shareable amount has been taken into account in the Revised Estimates 1981-82 and Budget Estimates 1982-83 on the Revenue side under the head "State Governments/Union Territories" share towards medical benefits initially incurred by the Corporation".

REVISED ESTIMATES FOR THE YEAR 1981-82

I—RECEIPTS

9.1 The Revenue of the Corporation for the current year (1981-82) is now estimated at Rs. 2,01,47.88 lakhs as against Rs. 2,02,41.47 lakhs assumed in the Budget.

Contributions :

9.2 The income from contributions is retained at Rs. 1,88,80.00 lakhs as was estimated at the budget stage.

9.3 The total number of 'covered' employees as on 30-11-1981 was 63.60 lakhs and about 0.64 lakh more employees are likely to be added by the end of the financial year by way of extension of the Scheme and additional coverage in the existing implemented areas. The Revised Estimates take into account the anticipated additional coverage.

9.4 The determined arrears of contributions for the period upto 30th November, 1980, as on 31st March, 1981, was Rs. 41,23.56 lakhs. The Corporation has already taken legal action for recovery of the entire amount of the outstanding arrears. Out of the above amount, a sum of Rs. 66.69 lakhs has been recovered upto 30th September, 1981. Concerted efforts are being made by the Corporation for recovery of the remaining arrears. It may, however, be stated that the Corporation has to depend on State Governments for recovery of arrears.

Share of Delhi Administration towards Medical Benefits :

9.5 The responsibility for provision of medical care to the insured persons and their families in Delhi was taken over by the Corporation with effect from the 1st April, 1962. In accordance with the approved arrangements, 1/8th of expenditure incurred by the Corporation together with such expenditure as may be in excess of the prescribed ceiling on medical care is recoverable from the Delhi Administration. Provision of Rs. 95.19 lakhs, under the head "State Governments/Union Territories share towards medical benefits initially incurred by the Corporation" represents the amount payable by the Delhi Administration for the earlier years.

Interest and Dividends :

9.6 The estimates cover interest received on investment of General Cash Balance, non-earmarked reserve funds (Emergency Reserve Fund) and Provident Fund, interest received on advances to the employees of the Corporation and interest on loans to Maharashtra Government paid upto the year 1977-78 for expansion of hospital and dispensary buildings.

The decrease in the receipt in the Revised Estimates 1981-82 is mainly on account of (i) deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, and (ii) the investments yielding monthly interest on maturity, were reinvested under the 'Reinvestment Plan', which yields cumulative interest at the end of fixed term

Compensations :

9.7 Where the incidence of Sickness Benefit payments to insured persons in any State is found to exceed the all India average, the amount of such excess is shared between the State Government and Corporation in accordance with the provisions contained in Section 58(2) of the FSI Act. Similarly, where the Corporation considers that the incidence of sickness among insured persons is excessive by reasons of—

- (i) insanitary working conditions in factory or establishment or the neglect of the owner or occupier of the factory or establishment to observe any health regulation enjoined on him by or under any enactment, or
- (ii) insanitary conditions of any tenements or lodgings occupied by insured persons and such insanitary conditions are attributable to the neglect of the owner of the

factory or the establishment to observe any health regulations enjoined on him;

the Corporation may, in accordance with the provisions contained in Section 69 of the ESI Act, 1948, recover the extra expenditure incurred on account of sickness benefit from the owner or occupiers of the factory or establishment.

The provision made in the Revised Estimates 1981-82, is Rs. 2,78.39 lakhs. This includes recovery towards excessive Sickness Benefits from the State Governments of Andhra Pradesh (Rs 5.52 lakhs), Bihar (Rs. 7.28 lakhs), Karnataka (Rs. 40.43 lakhs), Kerala (Rs. 3.27 lakhs), Madhya Pradesh (Rs 33.54 lakhs), Pondicherry (Rs. 0.13 lakh) and Tamil Nadu (Rs. 1,87.92 lakhs).

9.8 Rents, Rates and Taxes in respect of—

- (i) Office Buildings (including staff quarters), and
- (ii) Hospitals/Dispensaries (including staff quarters)

The rent in respect of hospital and dispensary buildings constructed by the Corporation forms a part of the shareable expenditure incurred by the State Governments on the provision of medical benefits to the insured persons. It, thus, gets automatically apportioned between the Corporation and the State Governments in the prescribed ratio of 7 : 1.

Fees, Fines & Forfeitures :

9.9 These include receipts on account of licence fee from the employers for use of Franking Machines by them and also damages levied on the employers for failure to pay dues of the Corporation and/or non-submission of contribution cards in time.

Miscellaneous Receipts :

These include receipts on account of cost of duplicate identity cards, recoveries of over payments and disallowances in Audit, recoveries of leave salary and pension contributions, employees' contribution towards C.G.H.S., recoveries of service expenditure incurred in previous years which cannot be taken to the corresponding revenue heads, recoveries of cost of law suits including amounts decreed by courts and recoveries of Cash Benefits etc.

II—EXPENDITURE

10. The expenditure on Revenue Account in the current year (1981-82) is now estimated to be Rs. 2,01,47.88 lakhs as against Rs. 1,96,48.59 lakhs anticipated in the Budget.

BENEFIT TO INSURED PERSONS & THEIR FAMILIES

A—MEDICAL BENEFITS

11.1 The total provision under this head is Rs. 81,22.68 lakhs (includes arrear payments of Rs. 10,33.16 lakhs for earlier years) which comprises Rs. 76,94.28 lakhs as Corporation's share of expenditure incurred by the State Governments on providing medical care, Rs. 4,28.40 lakhs as expenditure on Medical Benefits in Delhi where the Scheme is directly administered by Corporation and Rs. 10.00 lakhs towards the payment of confinement fees made directly by Local Offices in Greater Bombay to the women employees and wives of insured persons. In respect of Delhi, the recovery of 1/8th expenditure has been taken into account on the receipt side of the Budget Estimates 1982-83. The 1/8th share of confinement charges due from Maharashtra State will be adjusted while reimbursing its claim for expenditure on medical benefits.

An amount of Rs. 10,33.16 lakhs has been provided to meet the past liabilities expected to be settled during the current financial year against the provision of Rs. 10,94.86 lakhs in the Budget Estimates 1981-82.

The increase in the Revised Estimates 1981-82 in the expenditure on Medical Benefits is mainly due to improvement in the type of medical care and increase in coverage.

B—CASH BENEFITS

11.2 Provision of Rs. 90,75.28 lakhs in the Revised Estimates 1981-82 made for the various Cash Benefits, vide details in the Statement 'B', against the original provision of Rs. 77,60.46 lakhs, is based on the progress of actuals for the first eight months of the financial year 1981-82 and the anticipated requirement for the remaining months.

There has been in the case of Sickness Benefit a trend towards an increase in the average number of benefit days per annum per employee. The average amount of daily rate of Sickness Benefit and Temporary Disablement Benefit per employee has also shown a trend towards increase as shown below:—

	Sickness Benefit	Temporary Disablement Benefit
Average number of benefit days per annum per employee	1977-78	6.0
1978-79	6.8	1.13
1979-80	7.8	1.10
1980-81	8.0	1.19
Average benefit rate per day per employee	1977-78	Rs. 8.31
1978-79	Rs. 8.92	Rs. 10.10
1979-80	Rs. 9.34	Rs. 10.72
1980-81	Rs. 10.29	Rs. 11.79

The increase in the average number of benefit days per annum per employee in the case of Sickness Benefit and the average benefit rate per day per employee in the case of Sickness Benefit and Temporary Disablement Benefit, have resulted in increased provisions in the Revised Estimates 1981-82.

The State Governments have been advised to curb lax certification and exercise better control by monitoring the requisite data. A Committee was set up to look into the question of lax certification during strikes, lay off etc. The report of that Committee was placed before the Standing Committee and the Corporation.

C—OTHER BENEFITS

12. A provision of Rs. 27.79 lakhs has been made in the Revised Estimates against the Budget Estimates of Rs. 22.14 lakhs under C-Other Benefits to cover expenses on miscellaneous items e.g. fees paid to Medical Boards and Appeal Tribunals, the payments made to Insured Persons in reimbursement of the expenditure incurred direct by them on transport for appearing before Medical Boards and Medical Referees and also expenditure on the loss of wages payable to the Insured Persons for appearing before the Medical Boards, and other miscellaneous expenses including fee paid for post mortem examination of Insured Persons and charges payable to Police authorities for obtaining police reports and other statements for deciding cases of employment injury etc.

ADMINISTRATION EXPENSES

13. The total expenditure on Administration during the year 1981-82 is now anticipated at Rs. 15,74.30 lakhs as against Rs. 15,38.99 lakhs anticipated at the budget stage. The provision is based on the actual expenditure incurred during the first

seven months of 1981-82 (including actuals of pay and allowances for eight months) and the expenditure likely to be incurred during the remaining five months of the year. The latter includes expenditure on certain items which are adjusted annually at the close of the year, viz. annual maintenance and depreciation charges transferred to Reserve Funds, Corporation's Contribution to Pension Reserve Fund and the Employees' State Insurance Corporation Contribution Provident Fund etc.

The reasons for increased provision in Revised Estimates 1981-82 are briefly as under :

A—Salary:

- (i) Increase in dearness allowance with effect from 1-12-1980, 1-2-1981, 1-4-1981, 1-6-1981 sanctioned during the year 1981-82.
- (ii) Ad hoc payment of 23 days' wages to the employees drawing emoluments upto Rs. 1,600/- per month (Rs. 49.09 lakhs).

B—Contingencies:

The provision under this head has been retained as per the Budget Estimates 1981-82, already approved by the Central Government.

C—Other Charges:

The savings in the Revised Estimates 1981-82 are mainly on account of deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, as the same is now being charged per contra debit to the interest realised on investment of Provident Fund Deposits.

HOSPITALS/DISPENSARIES

14. The provision under this head comprises (i) depreciation of hospital and dispensary buildings (Rs. 61.73 lakhs) and (ii) repair and maintenance of these buildings (Rs. 2,46.92 lakhs) at the rate of 4% of capital cost fixed for the purpose.

CONTRIBUTIONS TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS

Capital Construction Reserve Funds:

15.1 In accordance with the provision of Section 28(iv) of the Employees' State Insurance Act, 1948, one of the purposes for which the Employees' State Insurance Fund shall be expended is "establishment and maintenance of hospitals, dispensaries and other institutions and the provision of medical and other ancillary services for the benefit of insured persons and, where the medical benefit is extended to their families, their families". In its meeting held on the 2nd February, 1974, the Corporation decided that 10% of the total revenue derived from Employers' and Employees' contribution may be credited to the Capital Construction Reserve Fund for construction of hospitals, dispensaries and other Medical institutions, and office buildings and staff quarters in the ratio of 8 : 2, respectively.

A provision of Rs. 9,44.00 lakhs has been made in the Revised Estimates 1981-82 at the rate of 5% of income from contributions, as sufficient funds are not available on account of the following reasons :

- (i) Income from 'Interest and Dividends' has decreased on account of investment in the 'Reinvestment Plan' under which the interest will be available on maturity from 1982-83 onwards.
- (ii) The expenditure on Cash Benefits has increased by Rs 13,14.82 lakhs over the Budget Estimates 1981-82
- (iii) The expenditure on Medical Benefits has increased by Rs. 1,23.80 lakhs over the Budget Estimates 1981-82.

The short fall of Rs. 9,44.00 lakhs has been made good in the Budget Estimates 1982-83.

Emergency Reserve Fund :

15.2 As decided by the Corporation in its meeting held on 17th March, 1973, 20% of the excess of income over expenditure subject to a minimum of Rs. one crore (whole of the excess when it is less than Rupees one crore) is to be credited to the Emergency Reserve Fund. Accordingly, provision of Rs. 95.18 lakhs has been made in the Revised Estimates 1981-82.

Expenditure on Capital Account

16.1 At the time of preparation of Budget Estimates 1981-82, the expenditure on construction works was estimated at Rs. 8,50.00 lakhs (Rs 1,07.92 lakhs for construction of office buildings and staff quarters and Rs. 7,42.08 lakhs for construction of hospitals, dispensaries and staff quarters therein). Taking into account the progress of projects undertaken, the Revised Estimates provide for Rs 10,22.00 lakhs (Rs. 1,64.00 lakhs for construction of office buildings and staff quarters and Rs. 858.00 lakhs for construction of hospitals, dispensaries and staff quarters therein).

16.2 A provision of Rs. 1.78 lakhs has been made in the Revised Estimates 1981-82 for purchase of new staff cars, against the provision of Rs. 0.60 lakh made in the Budget Estimates 1981-82.

EXCESS OF INCOME OVER EXPENDITURE

17. At the Budget stage the excess of income of Rs 5,92.88 lakhs over expenditure was estimated. However, as per Revised Estimates there is no excess of income over expenditure. The decrease can be broadly analysed as under—

Increase in expenditure on:	(Rupees in lakhs)
I. (a) Medical Benefits	1,23.80
(b) Cash Benefits	13,14.82
(c) Other Benefits	5.65
(d) Administration Expenses	35.31
(e) Hospitals & Dispensaries (Depreciation, Repairs & Maintenance)	16.75
(f) Capital Construction Reserve Fund	(—)9,44.00
(g) Emergency Reserve Fund	(—)53.04
Total—I	4,99.29

	(Rs. in lakhs)
II. Shortfall in Revenue Receipts	93.59
Net decrease	5,92.88

BUDGET ESTIMATES FOR THE YEAR 1982-83

I—RECEIPTS

Contributions :

18.1 Income on account of contributions (Employers' and Employees' Shares) has been estimated at Rs. 1,95,30.00 lakhs bearing in mind (a) Revised Estimates 1981-82, (b) expected number of 65.12 lakhs 'covered' employees (weighted average) during 1982-83 and (c) anticipated per capita annual income of Rs. 300 from contributions.

18.2 The table below shows the per capita income from contribution from 1976-77 onwards.

1976-77	1977-78	1978-79	1979-80	1980-81	1981-82 (Estimates)	1982-83 (Estimates)
Rs. 236	Rs. 239	Rs. 250	Rs. 271	Rs. 292	Rs. 296	Rs. 300

Interest from investments of surplus cash balances :

18.3 The increase in the Budget Estimates 1982-83 is attributable to the realisation of cumulative interest on the investments made after October, 1976 under the 'Re-investment Plan'. The cumulative interest on investments made under the above plan from March, 1977 to February, 1978 will be realised in 1982-83.

Rent of Hospital and Dispensary Buildings owned by the Corporation :

18.4 A sum of Rs. 6,22.41 lakhs is expected to be recovered from the State Governments on account of rent of the hospital and dispensary buildings owned by the Corporation. The increased provision in the Budget Estimates 1982-83 is due to the commissioning of more number of hospitals.

II—EXPENDITURE

19. The increased provision under the various heads in the Budget Estimates 1982-83 as compared to the corresponding provision in the Revised Estimates 1981-82, is mainly due to—

- (i) operation of the Scheme for full year in areas, including establishments, where the implementation has been brought during the year 1981-82;
- (ii) extension of the Scheme to new areas/establishments;
- (iii) expected increase in employment in the implemented areas; and
- (iv) the improvement in type of medical care to the families of Insured Persons.

A—MEDICAL BENEFITS

20.1 A total provision of Rs. 86,77.33 lakhs (including an amount of Rs. 12,25.26 lakhs for past liabilities) has been made in the Budget Estimates 1982-83 for medical benefits in the light of Revised Estimates 1981-82, anticipated additional coverage during the year and improvement in the type of medical care to the families of insured persons. The number of covered employees during 1982-83 has been estimated at 65.12 lakhs (weighted average). The provision includes Rs. 5,04.15 lakhs to be incurred directly by the Corporation dur-

ing 1982-83 for providing medical care to the Insured Persons and their families in the Union Territory of Delhi and also Rs. 10.00 lakhs to be spent directly by the Corporation towards payment of confinement fees to the women employees and wives of insured persons in Greater Bombay.

The average approximate cost of Corporation's share of medical care per 'employee' per annum as provided in the Budget Estimates is as under :—

1978-79	1979-80	1980-81	1981-82 Revised Estimates	1982-83 Budget Estimates
Rs.	Rs.	Rs.	Rs.	Rs.
92.00	107.32	115.81	126.53	132.28

20.2 The Corporation's outstanding liability towards reimbursement of its share of the medical cost incurred by the State Governments upto 1980-81, is anticipated to the extent of Rs. 25,39.24 lakhs. Out of this, claims for Rs. 10,33.16 lakhs are expected to be paid during 1981-82. Out of the outstanding balance of Rs. 15,06.08 lakhs upto 1981-82, an amount of Rs. 12,25.26 lakhs is expected to be paid during 1982-83 on receipt of the audit certificates.

B—CASH BENEFITS

21.1 Expenditure on Cash Benefits during 1982-83 is Estimated at Rs. 93,75.81 lakhs keeping in view the Revised Estimates 1981-82 and the extension of the Scheme to new areas and establishments. Due allowance has been made for commencement of benefit periods in the new areas expected to be covered under the Scheme. The capitalised value of total liabilities on account of Permanent (Partial and Total) Disablement and Dependents' Benefit already arisen/expected to arise out of employment injuries occurring in the course of the year, has also been provided for on the basis of actual estimates.

21.2 A provision of Rs. 29.07 lakhs has been made under Other Benefits referred to in paragraph 12 above.

21.3 Expenses per Employee—The average approximate cost of various categories of Cash Benefits per employee per annum as provided in the Budget Estimates is as under :—

Benefits	1979-80 Actuals	1980-81 Actuals	1981-82 Revised Estimates	1982-83 Budget Estimates
(In Rupees)				
(i) Sickness Benefit (including extended sickness benefit)	74.56	89.32	101.95	99.28
(ii) Maternity Benefit	3.43	3.55	3.47	3.43
(iii) Temporary Disablement Benefit	11.76	14.07	18.78	19.03
(iv) Permanent Disablement Benefit (Capitalised Value)	11.03**	19.01**	15.91	16.81
(v) Dependents' Benefit (Capitalised Value)	2.99	7.65**	4.94	5.80
(vi) Funeral Benefit	0.17	0.17	0.16	0.17
(vii) Other Benefits	0.29	0.35	0.44	0.45
(viii) Invalidity Benefit	—	—	—	0.15
Total	1,04.23	1,34.12	1,45.65	1,45.12

**Per capital has been worked out after including the amount of one-time adjustment of Rs. 2,70.42 lakhs and Rs. 1,59.58 lakhs in respect of Permanent Disablement Benefit and Dependents' Benefit, respectively.

INTRODUCTION OF INVALIDITY BENEFIT

22. The Corporation has approved the Scheme of Invalidity Benefit to be introduced in the Employees' State Insurance Act, to cover the contingency of invalidity due to causes other than employment injury. Amendment of the Employees' State Insurance Act is under consideration of the Central Government. A token provision of Rs. 10.00 lakhs has, therefore, been made for Invalidity Benefit in the Budget Estimates 1982-83.

ADMINISTRATION EXPENSES

23.1 A total provision of Rs. 16,84.57 lakhs has been made for expenses on Administration in the Budget Estimates 1982-83.

The Budget Estimates 1982-83, provide for Rs. 12,57.10 lakhs towards total pay and allowances against Rs. 11,85.66 lakhs in the revised estimates 1981-82. The additional provision of Rs. 71.44 lakhs in the Budget Estimates is attributable to (a) full impact of additional dearness allowance sanctioned from 1-12-1980, 1-2-1981, 1-4-1981 and 1-6-81, (b) normal increments of pay and consequential increases in allowance (c) additional posts (Group 'B'—2, Group 'C'—60, and Group 'D'—23) likely to be created during 1982-83 on account of in-

crease in coverage and setting up of a number of new Local Offices (d) full effect during the year 1982-83 of the additional posts sanctioned in 1981-82.

A provision of Rs. 50.00 lakhs for ad hoc payment of 23 days' wages has also been made in the Budget Estimates 1982-83.

CONTINGENCIES (BOTH UNDER 'A—SUPERINTENDENCE' AND 'B—FIELD WORK' AND 'C—OTHER CHARGES'

23.2 The provision under the various sub-heads which are self-explanatory has been made mainly on the basis of actuals for the first 7 months of the year 1981-82 and anticipated requirements for further extension of the Scheme. The instructions in regard to measures of economy have been duly kept in view. Expenses on Administration per 'Employee' per annum :

23.3 The administration expenses per 'covered' employee per annum on the basis of Revised Estimates 1981-82 and Budget Estimates 1982-83 will be Rs. 24.68 and Rs. 25.86, respectively.

The comparative figures of cost of administration under the various sub-heads per 'covered' employee per annum are given below :

Sub-head	1978-79 Actuals	1979-80 Actuals	1980-81 Actuals	1981-82 Revised Estimates	1982-83 Budget Estimates
Pay and Allowances	13.55	14.54	17.11	18.59	19.30
Contingencies	2.50	2.72	3.36	3.47	3.89
Other Miscellaneous charges	1.46@	2.01	2.43	2.62	2.67
Total	17.51	19.27	22.90	24.68	25.86

@ But for the credit of Rs. 33.67 lakhs to this head on account of adjustment of excess provision of Capital Reserve Fund in earlier years, the per capita expenditure would have been Rs. 2.06.

23.4 The percentage of Administrative cost compared with the receipts from Contributions, Benefits paid etc. etc. shown below :

Ratio in Comparison to	1978-79 Actuals (a) %	1979-80 Actuals %	1980-81 Actuals %	1981-82 Revised Estimates %	1982-83 Budget Estimates %
Contributions	6.78	7.12	7.85	8.34	8.62
Total Revenue	6.31	6.70	7.30	7.81	7.22(c)
Benefits	9.40	8.93	9.25	9.14	9.32
Total Revenue Expenditure	7.26	7.15	7.50	7.81(b)	7.29(d)
Contributions Plus Benefits	3.94	3.96	4.25	4.36	4.48

(a) The adjustment of Rs. 33.67 lakhs in reduction of expenditure referred to above has lowered slightly the percentage of incidence.

(b) The increase is on account of short provision of Rs. 9,44.00 lakhs (at 5% of income from Contributions) towards Capital Construction Reserve Fund. In case the provision is made at the usual rate of 10%, the percentage of incidence works out to 7.53%.

(c) Realisation of cumulative interest on investments under the 'Reinvestment Plan', on maturity during 1982-83 has lowered the percentage of incidence.

(d) The decrease in incidence is on account of—

(i) short provision of Rs. 9,44.00 lakhs towards Capital Construction Reserve Fund during 1981-82 which has been made good in 1982-83.

(ii) high incidence of payment of Sickness Benefit.

HOSPITALS/DISPENSARIES

24. The provision under this head comprises—

(i) Depreciation of Hospital & Dispensary buildings (Rs. 66.03 lakhs).

(ii) Repair & maintenance of these buildings (Rs. 2,64.11 lakhs).

The provision has been made as per the prescribed percentages of capital cost of the buildings.

Contributions to Capital construction and Emergency Reserve Funds

25. A provision of Rs. 28,97.00 lakhs (Rs. 9,44.00 lakhs for 1981-82 and Rs. 19,53.00 lakhs for 1982-83) and Rs. 1,00.00 lakhs has been made for contribution to Capital Construction Reserve Fund and Emergency Reserve Fund, respectively.

Expenditure on Capital Account

26.1 It has been estimated that during 1982-83 the expenditure on construction works and purchase of equipment for hospitals would amount to Rs. 12,30.00 lakhs, vide details below :—

	(Rupees in lakhs)
I—Office buildings and staff quarters	
Continuing Works	29.64
New Works	1,88.36
II—Hospitals, Dispensaries and Staff Quarters and Convalescent Homes.	
Continuing Works	3,00.93
New Works	7,11.07
Total I and II	12,30.00

26.2 A provision of Rs. 1.78 lakh has been made in the Budget Estimates 1982-83 for purchase of two new staff cars and a three-wheeler scooter from the general revenues.

Excess of income over expenditure

27. An excess of income over expenditure amounting to Rs. 2,51.34 lakhs has been anticipated in the Budget Estimate 1982-83. :

Closing Cash Balances

28. The closing balance with the Banks and Cash in Hand are anticipated at Rs. 6,90.00 lakhs and Rs. 7,10.00 lakhs on 31st March, 1982, and 31st March, 1983 respectively.

A sum of about Rs. 5,00.00 lakhs is required by the Regional Offices, Local Offices and other Offices for disbursing salary on 1st April, meeting administrative expenses and payment of the cash benefits to Insured Persons during the first 3 weeks of the month. Another amount of about Rs. 1,50.00 lakhs remains in Account No. 1 of Regional Offices (Collection Account); this represents contributions received on 30th & 31st March and is transmitted to the Corporation's main account in Delhi after 31st March.

Resource Position

29.1 In the light of adequate cash flow, the ways and means position of the Corporation will be satisfactory throughout the

year. Out of the investments made during the previous years from the General Cash Balance, a sum of Rs. 14,14.87 lakhs will mature during the year 1981-82 and a sum of Rs. 31,46.18 lakhs will mature during the year 1982-83.

29.2 The position in regard to long term investment of surplus general cash balance is likely to be as under :—

	1981-82 (Rupees in Lakhs)	1982-83
Opening Cash Balance	9,37.57	6,90.00
Excess of income over expenditure		
(i) Revenue Account	Nil.	2,51.34
(ii) Other heads (Debt, Deposits, Advances etc.)	(+)15.55	(—)25.77
TOTAL	9,53.12	9,15.57
Less Cash in Hand and with Banks closing Balance	(—)6,90.00	(—)7,10.00
Investible surplus of general cash balance	2,63.12**	2,05.57**

**The figures are exclusive of the investments made from the earmarked reserve funds and the Emergency Reserve Fund.

30.1 The statement in Appendix II shows

- Per capita income from Contributions
- Per capita expenditure on revenue account (excluding the amounts transferred to Capital Construction and Emergency Reserve Funds), and
- the margin in Contribution income since 1970-71.

30.2 The statements in Appendices III-A and III-B show the likely increase in Per Capita revenue income and revenue expenditure during 1980-81, 1981-82, 1982-83 and 1983-84 on the basis of present commitments.

It may be stated that there is some constraint on the budgetary position of the Corporation during the year 1981-82 on account of shortfall in income from interest and dividends. The situation has been met by making a short provision for the Capital Construction Reserve Fund. With the realisation of cumulative interest on investments under the 'Reinvestment Plan' during 1982-83, the position will improve the above shortfall has been made good in the Budget Estimates 1982-83. The budgetary position of the Corporation from 1982-83 onward is likely to be satisfactory.

A. N. THYAGARAJAN,
Financial Adviser and
Chief Accounts Officer.

**FINANCIAL ESTIMATES
EMPLOYEES' STATE INSURANCE CORPORATION
REVISED ESTIMATES FOR THE YEAR 1981-82 & BUDGET
ESTIMATES FOR THE YEAR 1982-83
STATEMENT A—RECEIPTS**

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
PRINCIPAL HEADS OF REVENUE				
I. CONTRIBUTIONS				
Employers' & Employees' shares	1,79,76.57	1,88,80.00	1,88,80.00	1,95,30.00

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
II. State Governments/Union Territories shares towards medical benefits initially incurred by the Corporation	29.53	49.94	95.19(a)	52.32
OTHER HEADS OF REVENUE				
III. Interest and Dividends (b)	4,62.48	5,20.13	3,05.95(b)	27,82.13(b)
IV. Compensation	2,97.67	2,87.56	2,78.39(c)	3,13.15(c)
V. Rents, Rates and Taxes				
(i) Offices of the Corporation (including staff quarters)	8.31*	8.00	7.05	7.60
(ii) Hospitals, Dispensaries (including staff quarters)	4,77.84	4,38.00	5,44.04	6,22.41
VI. Fees, Fines & Forfeitures	45.02	36.48	27.96	28.89
VII. Miscellaneous	24.11	21.36	9.30(d)	8.76(d)
TOTAL—REVENUE	1,93,21.53	2,02,41.47	2,01,47.88	2,33,45.26
DEBT, RESERVE FUNDS, DEPOSITS, ADVANCES AND REMITTANCES				
ORDINARY DEBT				
Loans refunded by State Governments	28.22	23.65	25.32	18.93
TOTAL—ORDINARY DEBT	28.22	23.65	25.32	18.93
UNFUNDED DEBTS				
ESIC GENERAL PROVIDENT FUND				
(i) Employees' Subscription	2,28.14(e)	1,70.00	1,71.40	1,80.00
(ii) Interest on Employees' subscription	47.21	41.50	52.25	57.50
ESIC CONTRIBUTORY PROVIDENT FUND				
(i) Employees' subscription	(—)55.90(e)	1.70	1.41	1.45
(ii) Corporation's contribution	(—)1.41(e)	0.35	0.40	0.45
(iii) Interest on—				
(a) Employees' subscription	0.65	2.15	0.75	0.86
(b) Corporation's contribution	0.46	0.40	0.55	0.60
ESIC GROUP INSURANCE FUND				
(i) Annual Provision during the year	5.66	6.00	5.75	6.00
(ii) Interest realised on Investments	0.11	0.12	0.15	1.22
(iii) Assured sum received from L.I.C.	0.65	0.50	0.80	1.00
TOTAL—UNFUNDED DEBTS	2,25.57	2,22.72	2,33.46	2,49.08
RESERVE FUNDS				
DEPRECIATION RESERVE FUND ACCOUNT OF BUILDINGS FOR THE OFFICERS OF THE CORPORATION (INCLUDING STAFF QUARTERS)				
(i) Annual Depreciation charges transferred to Fund	4.08	6.20	5.32	6.53
(ii) Interest realised on investments	1.04	1.16	0.88(f)	7.23(g)
DEPRECIATION RESERVE FUND ACCOUNT OF HOSPITAL AND DISPENSARY BUILDINGS (INCLUDING STAFF QUARTERS)				
(i) Annual Depreciation charges transferred to Fund	46.42	59.84	61.73	66.03
(ii) Interest realised on investments	11.91	13.31	10.01(f)	82.51(g)

*Includes receipts pertaining to Directorate (Medical), Delhi.

(a) Includes realisation of Rs. 35.22 lakhs on account of arrears pertaining to earlier years.

(b) See paragraph 9.66 of Explanatory Memorandum.

(c) See paragraph 9.7 of Explanatory Memorandum.

(d) Includes receipt on account of cost of duplicate identity cards, recoveries of overpayments, disallowances in audit, recoveries of leave salary and pension contributions and C.G.H.S., recoveries of service expenditure incurred in previous years, recoveries of cost of law suits, etc., which cannot be forecast with accuracy, as they are of fluctuating nature.

(e) Takes into account the amount transferred from contributory Provident Fund to General Provident Fund in respect of the employees opting for Pension Scheme.

(f) The decrease is on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.

(g) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
DEPRECIATION RESERVE FUND ACCOUNT OF STAFF CARS				
(i) Annual Depreciation charges transferred to Fund	—(h)	—(h)	0.56(i)	0.58
(ii) Interest realised on investments	0.16	0.18	0.12(f)	1.01(g)
Deduct—Actual payment during the year	—	(—)0.60	—	—
REPAIRS & MAINTENANCE RESERVE FUND ACCOUNT OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS)				
(i) Annual Repair and maintenance charges transferred to Fund	16.32	24.36	21.28	26.10
(ii) Interest realised on investments	0.67	0.75	0.67(f)	5.55(g)
(iii) Refunds from construction agencies out of advances of earlier years.	2.52	—	—	—
Deduct—Advances to construction Agencies during the year	(—)10.54	(—)14.00	(—)11.00	(—)12.00
REPAIRS & MAINTENANCE RESERVE FUND ACCOUNT OF HOSPITAL AND DISPENSARY BUILDINGS (INCLUDING STAFF QUARTERS)				
(i) Annual Repairs & Maintenance charges transferred to Fund	1,85.66	2,32.06	2,46.92	2,64.11
(ii) Interest realised on investments	14.53	16.23	12.62(f)	1,04.03(g)
(iii) Refund from construction agencies out of Advances of earlier year	(—)23.67	—	—	—
Deduct—Advances to construction agencies during the year	(—)83.79	(—)1,20.00	(—)1,01.00	(—)1,10.00
PERMANENT (PARTIAL AND TOTAL) DISABLEMENT BENEFIT RESERVE FUND ACCOUNT				
(i) Annual amount transferred to the fund	11,70.87(j)	8,86.30	10,14.84	10,94.53
(ii) Interest realised on investments	51.75	57.82	48.10(f)	3,96.48(g)
Deduct—Actual payments during the year	(—)7,28.96	(—)7,18.29	(—)8,51.64	(—)8,83.72
DEPENDANTS' BENEFIT RESERVE FUND ACCOUNT				
(i) Annual amount transferred to the Fund	4,70.94(k)	3,33.26	3,14.82	3,77.84
(ii) Interest accrued and/or realised on investments	29.64	33.12	29.03(f)	2,39.31(g)
Deduct—Actuals payments during the year	(—)1.40.82	(—)1.51.86	(—)1.75.83	(—)1.82.17
PENSION RESERVE FUND ACCOUNT FOR EMPLOYEES OF THE CORPORATION				
(i) Annual Contribution transferred to Fund	79.65	95.87	81.73	85.33
(h) No provision was made pending settlement of audit objection that the amount in the Fund has exceeded the purchase price of cars.				
(f) The decrease is on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.				
(g) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.				
(i) Includes Rs. 0.23 lakh in respect of the provision for the year 1980-81.				
(j) Includes Rs. 2,70.42 lakhs towards one-time adjustment on account of increase granted with effect from 1-4-1980, in the amount of existing cases of Permanent Disablement Benefit where disablement occurred on or before 31-3-1978.				
(k) Includes Rs. 1,59.58 lakhs towards one-time adjustment on account of increase granted with effect from 1-4-1980, in the amount of existing cases of Dependant's Benefit where death occurred on or before 31-3-1978.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
(ii) Interest realised on investments	24.23	27.08	19.44(f)	1,60.24(g)
Deduct—Actual payments during the year	(—)32.96	(—)38.00	(—)33.95	(—)34.97
COMPASSIONATE RESERVE FUND ACCOUNT FOR THE EMPLOYEES OF THE CORPORATION				
(i) Annual Contribution transferred to fund	0.35	0.35	0.50	0.50
(ii) Interest realised on investments	0.01	0.01	0.01	0.04(g)
Deduct—Actual payments during the year	(—)0.37	(—)0.35	(—)0.50	(—)0.50
PROVIDENT FUND DEPOSIT LINKED INSURANCE FUND				
(i) Annual amount transferred to the Fund	0.90	0.90	1.00	1.20
(ii) Interest realised on investments	0.04	0.05	0.04	0.31(g)
Deduct—Actual payments during the year	(—)0.67	(—)0.90	(—)0.80	(—)0.9
CAPITAL CONSTRUCTION RESERVE FUND				
(i) Amount transferred to the Fund	17,92.83	18,88.00	9,44.00(l)	28,97.00(m)
(ii) Interest realised on investments	1,21.94	1,36.25	1,08.56(f)	8,94.98(g)
(iii) Refunds from construction agencies	2,12.16	5.00	—	—
Deduct—Advances to construction agencies during the year for—				
(a) Buildings of the offices of the Corporation	(—)58.00(n)	(—)1,08.19	(—)1,64.00	(—)2,18.00
(b) Hospital and Dispensary buildings	(—)11,62.71(n)	(—)7,41.81	(—)8,58.00	(—)10,12.00
EMERGENCY RESERVE FUND				
(i) Amount transferred to the Fund	1,28.83	1,48.22	95.18	1,00.00
TOTAL—RESERVE FUNDS	21,24.96	20,72.32	8,20.64	43,57.18
DEPOSITS				
(i) Deposits of Securities	6.48	5.50	7.50	7.50
(ii) Other Deposits(o)	36.32	38.00	40.00	40.00
TOTAL—DEPOSITS	42.80	43.50	47.50	47.50
ADVANCES				
(a) Permanent Advances	—	—	—	—
(b) Advances to the employees of the Corporation				
(i) Advance of pay on transfer	1.44	1.66	1.65	1.70
(ii) Advance of T.A. on transfer	1.65	1.60	2.50	3.00
(iii) Advance for the purchase of Motor Conveyance	5.47	6.87	6.50	7.00
(iv) Advance for the purchase of other conveyances	3.08	3.20	3.40	3.50
(v) House Building Advance	16.26	17.00	19.00	22.00
(vi) Miscellaneous Advances (Festival Advance, Flood Advance and Fan Advance)	23.63	26.50	22.00	22.02
(c) Other Advances				
(i) Advance payment on behalf of the State Governments	0.02	0.02	0.02	0.02
(ii) Miscellaneous (p)	31.83	25.00	30.00	32.80
(f) The decrease is on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.				
(g) The increase is on account of realisation of cumulative on investments under the 'Reinvestment Plan'.				
(l) The decrease is on account of short provision of Rs. 9,44.00 lakhs (5% of the Contribution income).				
(m) The increase is on account of full provision (at 10% of the Contribution income). The short provision of Rs. 9,44.001 lakhs in 1981-82 has also been made good.				
(n) Represents assets created out of advances from the Fund. (Advances given during the year were Rs. 73.28 lakhs and Rs. 9,67.34 lakhs for construction etc. of Office buildings and Hospitals/Dispensaries, respectively).				
(o) This head includes (i) Deductions from bills payable to other parties, (ii) Unclaimed Deposits in Employees' State Insurance Corporation Provident Fund, and (iii) Unclaimed Receipts (Suspense Account).				
(p) This head includes recovery/adjustments of (i) Advances to Controller of Stationery, Calcutta, (ii) Advances to Printing and Stationery Departments of State Governments, (iii) Advances to Regional Offices and Other offices of the Corporation, (iv) Advances to Municipal Committees, Local Bodies etc., (v) Advances for legal charges, (vi) Advances to the Corporation's departmental canteens and (vii) Other advances which are not classified elsewhere.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
TOTAL—ADVANCES	83.38	81.85	85.07	92.02
REMITTANCES				
(i) Cash Remittances (Net) (q.)	—	—	—	—
(ii) Other Remittances (Net) (r)	1,06.13	1.00	16.06	1.00
TOTAL—REMITTANCES	1,06.13	1.00	41.06	1.00
TOTAL—DEBT, RESERVE FUNDS, DEPOSITS ADVANCES AND REMITTANCES	26,11.06	24,45.04	12,53.05	47,65.71
TOTAL RECEIPTS	2,19,32.59	2,26,86.51	2,14,00.93	2,81,10.97
Opening Balance	7,54.66	6,36.09	9,37.57	6,90.00
GRAND TOTAL	2,26,87.25	2,33,22.60	2,33,38.50	2,88,00.97

(q) The term 'Cash Remittances' denotes transfer of funds (cash) from one Account circle to another and Vice-Versa. The revenue of the Corporation is collected through the State Bank of India and its Associate Banks. The contribution received are transferred to the accounts of the respective Regional Office Account No. 1 (Collection Account) and finally transferred to Account No. 1 (Central) of the Headquarters Office. Funds for administrative expenditure and benefit payments to insured persons are provided to Regional Office/Local Offices from Central Account No. 1 (Headquarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

(r) The term 'Other Remittances' denotes book adjustments between one office of the Corporation and the other and Vice-Versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

A.N. THYAGARAJAN,
Financial Adviser and
Chief Accounts Officer
Employees' State Insurance Corporation

Common Seal

Employees' State Insurance Corporation
New Delhi. Dated the 17th February, 1982.

STATEMENT B—EXPENDITURE

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rs. in Lakhs)				
EXPENDITURE ON REVENUE ACCOUNT				
1. BENEFITS TO INSURED PERSONS AND THEIR FAMILIES				
A—MEDICAL BENEFITS				
(i) Payments to State Governments etc. as Corporation's share of their expenses on providing medical care, treatment and Maternity facilities.	67,98.47 (Includes arrear payments amounting to Rs. 10,15.05 lakhs)	75,08.64 (Includes arrear payments amounting to Rs. 10,44.86 lakhs)	76,94.28 (Includes arrear payments amounting to Rs. 10,33.16 lakhs)	81,63.18 (Includes arrear payments amounting to Rs. 12,25.26 lakhs)
(ii) Medical treatment and care and Maternity facilities (expenses directly incurred by the Corporation)	3,80.04 (Includes Rs. 4.99 lakhs towards payment of confinement fees in Maharashtra)	4,90.24 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)	4,28.40 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)	5,14.15 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)
Total—A—Medical Benefits	71,78.51	79,98.88	81,22.68(a)	86,77.33(b)

(a) See paragraph 11.1 of Explanatory Memorandum.
(b) See paragraph 20.1 of Explanatory Memorandum.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
B—CASH BENEFITS				
(i) Sickness Benefit	49,30.75	48,77.20	58,80.70(c)	59,60.58
(ii) Extended Sickness Benefit	3,81.03	3,83.15	4,41.58	4,61.16
(iii) Maternity Benefit	2,11.06	2,25.10	2,15.37	2,21.68
(iv) Disablement Benefit				
(a) Temporary Disablement	8,66.57	10,34.20	11,97.77	12,39.15
(b) Permanent Disablement (d)	11,70.87	8,86.30	10,14.84	10,94.53
(v) Dependents' Benefit (d)	4,70.95	3,33.26	3,14.82	3,77.84
(vi) Funeral Benefit	10.22	11.25	10.20	10.87
(vii) Invalidity Benefit	—	10.00	—	10.00

(c) See paragraph 11.2 of Explanatory Memorandum.

(d) Provision is made on actuarial basis.

TOTAL—B—CASH BENEFITS 80,41.45 77,60.45 90,75.28(e) 91,75.81

C—Other Benefits

(a) Medical Boards & Appeal Tribunals	4.88	5.32	7.55	7.77
(b) Payments to Insured Persons on account of Conveyance charges and/or loss of wages	4.53	4.67	5.54	5.84
(c) Miscellaneous	12.27	12.15	14.70	15.46
TOTAL—C—OTHER—BENEFITS	21.68	22.14	27.79	29.07
TOTAL OF HEAD—I—BENEFITS	1,52,41.64	1,57,81.48	1,72,25.75	1,80,82.21

(d) See paragraph 11.2 of Explanatory Memorandum

2. ADMINISTRATION

A—SUPERINTENDENCE				
Corporation, Standing Committee, Regional Boards etc. T.A.	0.99	0.89	2.43(f)	2.50(f)
PRINCIPAL OFFICERS				
(i) Pay of Principal Officers	1.19	1.35	1.25	1.30
(ii) Allowances and Honoraria	1.84	2.16	1.70	1.90
TOTAL—PRINCIPAL OFFICERS	3.03	3.51	2.95	3.20
OTHER OFFICERS				
(i) Pay of other Officers	40.53	46.84	42.97	44.00
(ii) Allowances and Honoraria	34.23	37.77	43.79	46.00
(iii) Bonus	0.43	0.60	(B)	(B)
TOTAL—OTHER OFFICERS	75.19	85.21	86.76	90.00
MINISTERIAL ESTABLISHMENT				
(i) Lay of Establishment	1,89.93	1,97.24	1,94.21	2,05.00
(ii) Allowances & Honoraria	2,21.74	2,43.29	2,59.49	2,71.40
(iii) Bonus	9.07	13.00	(B)	(B)
TOTAL—MINISTERIAL ESTABLISHMENT	4,20.54	3,53.53	4,53.70	4,76.40

(f) Includes expenditure on T.A. and D.A. of ESIC Review Committee and various sub-Committees set up by the Standing Committee Corporation.

(B) See lump sum provision at the end of 'C—Other Charges'.

Head of Account

	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
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(Rupees in lakhs)

GROUP 'D' STAFF				
(i) Pay of Group 'D' Staff	27.48	28.79	27.69	29.00
(ii) Allowances & Honoraria	36.67	40.95	41.96	47.00
(iii) Bonus	1.44	2.25	(B)	(B)
TOTAL-GROUP 'D' STAFF CONTINGENCIES	65.59	71.99	69.65	76.00
(a) Postage, Telegraph and Telephone charges	17.86	21.20	21.20	23.30
(b) Stationary & Forms	74.14	80.00	80.00	90.00
(c) Contribution Stamps	..	0.02	0.02	..
(d) Purchase, Repair & Maintenance of typewriters, duplicators etc.	3.20	2.50	2.50	3.20
(e) Purchase, Repair & Maintenance etc. of Adrema equipment.	3.09	3.00	3.00	3.00
(f) Rents, Rates & Taxes	28.33	33.00	31.00	34.60
(g) Furniture	6.91	3.50	5.50	7.00
(h) Special Equipment for records	0.73	1.10	3.00	2.50
(i) Purchase, Repair & Maintenance of general articles of office use	5.36	3.50	3.50	5.50
(j) Purchase, Repair & Maintenance of Cycles	0.02	0.06	0.06	0.08
(k) Purchase, Repair & Maintenance of Liveries	3.13	3.10	3.10	4.10
(l) Books, Periodicals and other publications	0.04	0.45	0.45	0.50
(m) Hot and Cold Weather charges	0.14	0.30	0.30	0.40
(n) MISCELLANEOUS				
(i) Amenities to Staff	1.05	14.50	1.00	1.00
(ii) Miscellaneous	12.33	11.60	13.50	
(o) Repair & Maintenance of Staff Cars	2.24	2.50	2.50	4.32
TOTAL—CONTINGENCIES	1,58.93	1,68.73	1,68.73	1,93.00
TOTAL-A-SUPERINTENDENCE	7,24.27	7,83.86	7,84.21	8,41.10
B. FIELD WORK				
OFFICERS				
(i) Pay of officers	12.94	15.70	17.75	20.00
(ii) Allowances & Honoraria	10.53	12.90	17.05	19.00
(iii) Bonus	0.29	0.80	(B)	(B)
TOTAL-OFFICERS	23.76	29.40	34.80	39.00
MINISTERIAL ESTABLISHMENT				
(i) Pay of establishment	1,96.97	2,00.60	2,13.23	2,21.00
(ii) Allowances & Honoraria	1,99.22	2,09.85	2,47.47	2,68.00
(iii) Bonus	7.13	14.90	(B)	(B)
TOTAL-MINISTERIAL ESTABLISHMENT	4,03.32	4,25.35	4,60.70	4,99.00
GROUP 'D' STAFF				
(i) Pay of Group 'D' Staff	28.01	32.90	32.63	34.00
(ii) Allowances & Honoraria	33.61	38.75	42.05	47.00
(iii) Bonus	..	2.45	(B)	(B)
TOTAL-GROUP 'D' STAFF	61.62	74.10	74.68	81.00
CONTINGENCIES				
(a) Postage, Telegrams and Telephone Charges	5.27	5.20	5.20	6.10
(b) Stationery and Forms.	1.27	1.25	1.25	1.50
(c) Purchase, Repair & Maintenance of typewriters, duplicators etc.	0.63	0.55	0.55	0.70
(d) Rents, Rates and Taxes	27.10	31.00	31.00	35.00
(e) Furniture	2.43	2.50	4.00	3.00
(f) Special equipment for records	0.27	1.00	1.00	1.10
(g) Purchase, Repair & Maintenance of general articles of office use	0.79	0.90	0.90	1.00
(h) Purchase, Repair & Maintenance of Cycles	0.02	0.06	0.06	0.08

(B) *Indicates division at the end of 'C-Other Charges'.*

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
				(Rupees in lakhs)
(i) Purchase, Repair & Maintenance of liveries	0.77	0.70	0.70	1.00
(j) Books, Periodicals and Other Publications	0.01	0.04	0.04	0.05
(k) Hot and Cold weather charges	0.25	0.40	0.40	0.50
(l) Miscellaneous				
(i) Amenities to Staff]	9.19	9.00	7.50	10.0 ^l
(ii) Miscellaneous]				
TOTAL-CONTINGENCIES	48.00	52.60	52.60	60.10
TOTAL-B-FIELD WORK	5,36.70	5,81.45	6,22.78	6,69.10
C-OTHER CHARGES				
Legal charges	4.75	5.50	9.00	11.02
Insurance Courts	0.78	0.95	1.48	1.78
Publicity & Advertisement	1.19	1.60	1.70	2.27
Charges for maintaining Banking Accounts	0.32	0.70	0.41	0.43
Leave Salary and Pension Contributions	0.74	1.02	2.07	1.01
Audit Fees	2.42	2.60	2.80	2.90
REPAIR, MAINTENANCE AND DEPRECIATION				
(a) Depreciation of buildings for the Offices of the Corporation (Including Staff quarters)	4.08	6.20	5.32	6.35
(b) Depreciation of Staff Cars	(g)	(g)	0.56(h)	0.58
(c) Repair & Maintenance of buildings for the Offices of the Corporation (Including Staff Quarters)	16.32	24.36	21.28	26.10
RETIREMENT BENEFITS				
(a) Corporation's Contribution towards Pension Reserve Fund.	66.59	80.40	69.00	69.35
(b) Corporation's Contribution to ESIC Contributory Provident Fund	0.34	0.35	0.40	0.45
INTEREST PAID TO ESIC PROVIDENT FUND				
Contributory Provident Fund	1.11	2.55	(i)	(i)
General Provident Fund	46.99	41.50	(i)	(i)
Compassionate Reserve Fund for the employees of the Corporation	0.35	0.35	0.50	0.50
Provident Fund Deposit-linked Insurance Scheme	0.90	0.90	1.00	1.20
Miscellaneous	2.57	4.70	2.70	0.25
TOTAL-C-OTHER CHARGES	1,49.45	1,73.68	1,18.22	1,24.37
Lump sum provision of bonus	(B)	(B)	49.09	50.00
TOTAL OF HEAD-2 ADMINISTRATION	14,10.42	15,38.99	15,74.30	16,84.57
3. HOSPITALS, DISPENSARIES ETC.				
Repair, Maintenance Depreciation etc. Hospitals and Dispensaries				
(a) Depreciation of Hospital/Dispensary Buildings.	46.42	59.84	61.73	66.03
(b) Repair & Maintenance of Hospitals, Dispensary Buildings.	1,85.66	2,32.06	2,46.92	2,64.11
TOTAL HEAD-3-HOSPITALS DISPENSARIES ETC.	2,32.08	2,91.90	3,03.65	3,30.14

(g) No provision was made pending settlement of audit objection that the amount in the Fund has exceeded the purchase price of Staff Cars.

(h) Includes Rs. 0.23 lakh in respect of 1980-81.

(i) The interest is being charged per centa debit to the interest realised on investment of Provident Fund deposits.

(B) Separately indicated under 'A-Supc intendance' and 'B-Field Work'.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83 (Rupees in lakhs)
4. CONTRIBUTIONS TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS				
(i) Annual Contribution to Capital Construction Reserve Fund	17,92.83(j)	18,88.00	9,44.00(k)	28,97.00(l)
(ii) Annual Contribution to Emergency Reserve Fund	1,28.91	1,48.22	95.18	1,00.00
TOTAL—HEAD-4-CONTRIBUTION TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS	19,21.74	20,36.22	10,39.18	29,97.00
TOTAL—EXPENDITURE ON REVENUE ACCOUNT	1,88.05.88	1,96.48.59	2,01.47.88	2,30,93.92
5. EXPENDITURE ON CAPITAL ACCOUNT				
STAFF CARS				
Purchase of Staff Cars		0.60		1.78
DEBT, RESERVE FUNDS, DEPOSITS, ADVANCES AND REMITTANCES UNFUNDDED DEBTS				
ESIC PROVIDENT FUND				
PAYMENTS TO SUBSCRIBERS				
(i) General Provident Fund	1,20.31	1,15.00	1,50.00(c)	1,70.00(c)
(ii) Contributory Provident Fund	1.16	3.50	2.80	3.10
ESIC GROUP INSURANCE FUND				
(i) Premium paid to L.I.C.	1.47	2.30	2.00	2.10
(ii) Assured sum paid to Beneficiaries	1.65	0.50	0.90	0.90
(iii) Endowment Benefit to employees	0.02	0.01	0.15	0.20
TOTAL—UNFUNDDED DEBTS	1,24.61	1,21.31	1,55.85	1,76.30
RESERVE FUNDS				
DEPRECIATION RESERVE FUND OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS) INVESTMENT ACCOUNT				
Investment during the year	5.12	7.36	6.20	13.76(l)
DEPRECIATION RESERVE FUND OF HOSPITAL BUILDINGS INVESTMENT ACCOUNT				
Investment during the year	58.33	73.15	1,71.74	1,48.54(l)
DEPRECIATION RESERVE FUND OF STAFF CARS INVESTMENT ACCOUNT				
Investment during the year	0.16(—)	0.42	0.68	1.59(l)
REPAIRS & MAINTENANCE RESERVE FUND OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS) INVESTMENT ACCOUNT				
Investment during the year	9.97	11.11	10.95(m)	19.65(l)
REPAIRS & MAINTENANCE RESERVE FUND OF HOSPITAL BUILDINGS INVESTMENT ACCOUNT				
Investment during the year	92.72	1,28.29	1,58.54(m)	2,58.14(l)
PERMANENT (PARTIAL & TOTAL) DISABLEMENT BENEFIT RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	4,93.65(n)	2,25.83	2,11.30	6,07.29(l)
(j) Taken into account the adjustment of Rs. 3.00 lakhs on account of excess provision made during the period 1976-77 to 1979-80, by crediting to the Fund 10% of the interest received on Contribution, which had been treated as part of Contribution.				
(k) The decrease is on account of short provision of Rs. 9,44.00 lakhs (5% of the Contribution income).				
(l) The increase is on account of full provision @ 10% of the Contribution income. The short provision of Rs. 9,44.00 lakhs in 1981-82 has also been made good.				
(m) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.				
(n) Annual provision to the Fund is made @ 4% of the capital cost of buildings. The increase is also on account of anticipated completion of more number of buildings.				
(o) Takes into account one-time adjustment (Rs. 2,70.42 lakhs) on account of increase granted with effect from 1-4-1980, in respect of existing cases of Permanent Disablement Benefit where disablement occurred on or before 31-3-1978.				

Head of Account	Actual, 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
DEPENDANTS' BENEFIT RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	3,59.76(o)	2,14.52	1,68.02	4,34.98(I)
PENSION RESERVE FUND FOR THE EMPLOYEES OF THE CORPORATION INVESTMENT ACCOUNT				
Investment during the year	70.92	84.95	67.22	2,10.60(I)
ESIC PROVIDENT FUND INVESTMENT ACCOUNT				
Investment during the year	97.69	97.60	73.96(p)	67.76(p)
ESIC GROUP INSURANCE FUND INVESTMENT ACCOUNT				
Investment during the year	3.28	3.81	3.65	5.02(I)
CAPITAL CONSTRUCTION RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	9,15.55	11,79.25	30.56(q)	25,61.98(r)
COMPASSIONATE RESERVE FUND FOR THE EMPLOYEES OF THE CORPORATION INVESTMENT ACCOUNT				
Investment during the year	(—)0.09	0.01	0.01	0.04
PROVIDENT FUND DEPOSIT LINKED INSURANCE FUND INVESTMENT ACCOUNT				
Investment during the year	0.36	0.05	0.24	0.61(I)
EMERGENCY RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	1,28.84	1,48.22	95.18(s)	1,00.00(t)
TOTAL-RESERVE FUNDS	22,35.26	21,73.73	8,98.25	44,29.96
DEPOSITS				
(i) Deposits of Securities	5.82	5.00	6.00	6.00
(ii) Other Deposits (u)	33.14	50.00	45.00	45.00
TOTAL--DEPOSITS	38.96	55.00	51.00	51.00
ADVANCES				
(a) Permanent Advances	0.10	0.08	0.20	0.20
(b) Advances to the employees of the Corporation :				
(i) Advance of pay on Transfer	1.31	1.81	1.40	1.50
(ii) Advance of T.A. on Transfer	1.83	1.80	4.00	5.00
(iii) Advance for the purchase of Motor Conveyance	8.12	8.00	9.00	8.00
(iv) Advance for the purchase of other conveyance	2.89	4.00	4.00	4.00
(v) House Buildings Advance	33.42	30.50	30.50	30.50
(vi) Miscellaneous Advances (Festival Advance, Flood Advance and Fan Advance)	19.47	14.00	19.00	20.00
Other Advances :				
(i) Advance Payments on behalf of State Governments	0.01	0.02	0.02	0.02
(ii) Miscellaneous (v)	33.90	38.00	32.00	40.00
TOTAL-ADVANCES	1,01.05	98.21	1,06.12	1,09.22

- (l) The increase is mainly on account of the realisation of cumulative interest on investments under the 'Reinvestment Plan'.
- (o) Takes into account one-time adjustment (Rs. 1,59.58 lakhs) on account of increase granted with effect from 1-4-1980, in respect of existing cases of Dependants' Benefit where death occurred on or before 31-3-1978. A part of the increase is also attributable to the clearance of pending cases during 1980-81.
- (p) The decrease is on account of the impact of final payments of increasing number of retirements.
- (q) The decrease is on account of short provision of Rs. 9,44.00 lakhs (5% of the Contribution income).
- (r) The increase is mainly on account of the realisation of cumulative interest on investments under the 'Reinvestment Plan' and full provision @ 10% of the Contribution income. The short provision of Rs. 9,44.00 lakhs made in 1981-82 has also been made good.
- (s) See paragraph 15.2 of Explanatory Memorandum.
- (t) The decrease is due to less annual accretion to the Fund on account of increase in revenue expenditure.
- (u) This head includes payments in respect of : (i) Deductions from bills payable to other parties, (ii) Unclassified Deposits of ESIC Provident Fund and (iii) Unclassified Payments (Suspense Account).
- (v) This head includes : (i) Advances to Controller of Stationery, Calcutta, (ii) Advances to Printing & Stationery Department of State Governments, (iii) Advances to Regional and other offices of the Corporation, (iv) Advances to Municipal Committees, Local Bodies etc., (v) Advances for legal charges, (vi) Advances to Corporation's departmental canteens, and (vii) Other Advances which are not classified elsewhere.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
REMITTANCES				
Cash Remittances (Net) (w)	4,85.40	25.00	23.50	25.00
Other Remittances (Net) (x)	—	..	1.00	..
TOTAL—REMITTANCES	4,85.40	25.00	24.50	25.00
TOTAL—DEBTS, RESERVE FUND, DEPOSITS, ADVANCES & REMITTANCES	29,85.28	24,73.85	12,35.72	47,91.48
TOTAL—DISBURSEMENTS	2,17,91.16	2,21,22.44	2,13,85.38	2,78,85.40
General Cash Balance				
Investment during the year	23,92.92	28,55.20	11,61.37	46,35.53
Deduct—Transfer to Reserve Funds	(—)24,34.40	(—)22,95.04	(—)8,98.25	(—)44,29.96
Closing Balance	9,37.57	6,40.00	6,90.00	7,10.00
GRAND TOTAL	2,26,87.25	2,33,22.60	2,23,38.50	2,88,00.97

(w) The term 'Cash Remittances' denotes transfer of funds (cash) from one account circle to another and vice-versa. The revenue of the Corporation is collected by sale of stamps/cash realisation through the State Bank of India and its Associate Banks. The Contributions received are transferred to the accounts of the respective Regional Offices/Local Offices from Central Account, No. 1 (Head quarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

(x) The term 'Other Remittances' denotes book adjustments between one office of the Corporation and the other and vice-versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

A. N. THYAGARAJAN, Financial Adviser
and Chief Accounts Officer,
EMPLOYEES' STATE INSURANCE CORPORATION.
Common Seal
Employees' State Insurance Corporation,
New Delhi, Dated the 17th February, 1982

APPENDIX—I

Number of Employees Covered upto 30-11-81 and planned to be covered under the Scheme upto 31st March, 1983

Areas	Number of Covered upto 30-11-81	Employees to be Covered	Planned date of Coverage
1. ANDHRA PRADESH			
(i) Implemented Areas	2,57,200	2,600	1981-82
		2,600	1982-83
(ii) Non-implemented Areas		2,450	1982-83
2. ASSAM			
(i) Implemented Areas	34,000	350	1981-82
		350	1982-83
(ii) Non-implemented Areas		2,250	1982-83
3. BIHAR			
(i) Implemented Areas	1,60,000	1,600	1981-82
		1,600	1982-83
(ii) Non-implemented Areas		13,050	1982-83
4. CHANDIGARH			
(i) Implemented Areas	19,000	—	
(ii) Non-implemented Areas		—	
5. DELHI			
(i) Implemented Areas	2,78,000	2,850	1981-82
		2,850	1982-83
(ii) Non-implemented Areas		—	

Areas	Number of Covered upto 30-11-81	Employees to be Covered	Planned date of Coverage
6. GUJARAT			
(i) Implemented Areas	5,60,000	5,700	1981-82
		6,700	1982-83
(ii) Non-implemented Areas		11,100	1982-83
7. HARYANA			
(i) Implemented Areas	2,05,500	2,100	1981-82
		2,100	1982-83
(ii) Non-implemented Areas		8,150	1982-83
8. HIMACHAL PRADESH			
(i) Implemented Areas	2,900	—	—
(ii) Non-implemented Areas		—	—
9. KARNATAKA			
(i) Implemented Areas	3,20,100	3,300	1981-82
		3,300	1982-83
(ii) Non-implemented Areas		3,150	1982-83
10. KERALA & MAHE			
(i) Implemented Areas	3,00,100	3,300	1981-82
		3,300	1982-83
(ii) Non-implemented Areas		1,000	1982-83
11. MADHYA PRADESH			
(i) Implemented Areas	1,78,500	1,800	1981-82
		1,800	1982-83
(ii) Non-implemented Areas		5,700	1982-83
12. MAHARASHTRA			
(i) Implemented Areas	15,35,000	15,750	1981-82
		18,000	1982-83
(ii) Non-implemented Areas		19,550	1982-83
13. ORISSA			
(i) Implemented Areas	1,21,000	1,250	1981-82
		1,250	1982-83
(ii) Non-implemented Areas		9,300	1982-83
14. PONDICHERRY			
(i) Implemented Areas	17,000	—	—
(ii) Non-implemented Areas		—	—
15. PUNJAB			
(i) Implemented Areas	1,81,400	1,850	1981-82
		1,850	1982-83
(ii) Non-implemented Areas		2,700	1982-83
16. RAJASTHAN			
(i) Implemented Areas	1,40,800	1,400	1981-82
		1,400	1982-83
(ii) Non-implemented Areas		3,950	1982-83
17. TAMIL NADU			
(i) Implemented Areas	4,87,500	4,850	1981-82
		5,850	1982-83
(ii) Non-implemented Areas		9,400	1982-83
18. UTTAR PRADESH			
(i) Implemented Areas	4,66,000	4,750	1981-82
		5,750	1982-83
(ii) Non-implemented Areas		13,400	1982-83
19. WEST BENGAL			
(i) Implemented Areas	10,75,800	11,000	1981-82
		12,000	1982-83
(ii) Non-implemented Areas		—	—
TOTAL	63,59,700	64,450	1981-82
		1,75,850	1982-83

APPENDIX—II

STATEMENT SHOWING PER CAPITA INCOME AND EXPENDITURE

Amount per annum per employee

Year	Contributions income	Expenditure on Revenue Account (excluding the amounts transferred to Capital Construction and Emergency Reserve Funds)	Margin
	Rs.	Rs.	Rs.
1970-71	123	117	6
1971-72	131	118	13
1972-73	145	104	41
1973-74	153	121	32
1974-75	146	125	21
1975-76	162	141	21
1976-77	236	151	85
1977-78	239	177	62(a)
1978-79	258	207	51
1979-80	271	234	37
1980-81	292	277	15(b)
1981-82 (Estimates)	296	302	(—) 6
1982-83 (Estimates)	300	308	(—) 8

(a) The surplus in respect of Permanent Disablement Benefit and Dependents' Benefit disclosed in the valuation as on 31-3-74, has been adjusted in the expenditure (Capitalised value) for 1977-78. If the actual capitalised value for 1977-78 without adjusting the surplus is taken into account, the per capita expenditure would increase by about Rs. 5 and thus bring down the per capita margin from Rs. 62 to Rs. 57.

(b) Excludes the incidence of one-time adjustment of Rs. 4,30.00 lakhs in respect of increase granted in respect of cases of Permanent Disablement Benefit and Dependents' Benefit where disablement or death occurred prior to 1-4-1980.

APPENDIX—III-A

Approximate Per Capita Revenue Income anticipated during the year 1980-81, 1981-82, 1982-83 and 1983-84.

	1979-80 (Actuals)	1980-81 (Actuals)	1981-82	1982-83	1983-84
Per Capita Income in Rupees					
1. Income from Contributions	271	292	296	300	305
2. Income from interest on non-earmarked reserve funds (Emergency Reserve Fund & Investment of General Cash Balance) includes interest accrued on investments under Re-investment Plan which will be paid actually on maturity of Fixed Deposits	27	30	34	38	42
3. Recoveries from State Governments :					
(a) Share of Delhi Administration in the expenditure on medical care & compensation by those State Govts. where the incidence of sickness benefit exceeds the all-India average	2	6	6	6	6
(b) Rent for ESI Hospital and Dispensary Buildings	6	6	7	7	8
Total income per capita	306	334	343	351	361

APPENDIX—III-B

Approximate per Capita Revenue Expenditure anticipated during the year 1980-81, 1981-82, 1982-83 and 1983-84.

Per Capita Expenditure in Rupees	1979-80	1980-81	1981-82	1982-83	1983-84
1. Expenditure on Revenue Account excluding the amount transferred to Capital Construction and Emergency Reserve Funds.	234	277	302	308	314
2. Amount transferred to Capital Construction Reserve Fund @ 10% on Contribution income.	27	29	30	30	32
3. Amount transferred to Emergency Reserve Fund.	5	2	—	2	2
4. Additional Expenditure on account of					
(a) Enhancement of the exemption limit for payment of Employees' Contribution from wage group of Rs. 2/- per day to the wage group below Rs. 6/- per day	—	—	—	3	3
(b) Invalidity Benefit	—	—	—	7	10
(c) Reimbursement of Funeral Expenses	—	—	—	—	—
Total per capita Revenue Expenditure on the Scheme.	266	303	332	350	361

PERFORMANCE BUDGET 1982-83

PERFORMANCE BUDGET OF THE EMPLOYEES' STATE INSURANCE CORPORATION FOR THE YEAR 1982-83

Introductory :

The Employees' State Insurance Corporation established under the Employees' State Insurance Act, 1948, provided for certain benefits to employees in contingencies of sickness, maternity and employment injury.

Coverage :

2. The Employees' State Insurance Act, 1948 applies to all non-seasonal factories using power wherein 20 or more persons are employed for wages. The Scheme is being implemented in a phased manner area-wise. The Scheme is being further extended to new classes of establishments, namely, power using factories employing 10-19 persons and non-power using factories, shops, cinemas including review theatres, hotels, restaurants, road motor transport undertakings and newspaper establishments employing 20 or more persons.

The employees employed in factories and establishments, as mentioned above, and in receipt of wages not exceeding Rs. 1,000/- per month, are covered under the Act.

Principal Objects of the Scheme :

3. The Scheme provides for medical care and treatment, cash benefits during sickness, maternity and employment injury and pension to dependents on the death of insured workers due to the employment injury and payment towards the expenditure on funeral of an insured person. Medical care is also provided to the members of the families of employees.

Wherever the Employees' State Insurance Scheme has been implemented, the employers are absolved of their liability under the Workmen's Compensation Act, 1923, and the Maternity Act, 1961.

Administration :

4. The Employees' State Insurance Scheme is administered by a corporate body called the Employees' State Insurance Corporation, which has members representing employers, employees, Medical Profession the Central and State Governments and the Parliament. A Standing Committee constituted from among the members of the Corporation, acts as the Executive Body for the administration of the Scheme. The

is also a Medical Benefit Council to advise the Corporation regarding matters connected with the provisions of the medical benefit.

The provisions of medical care under the Employees' State Insurance Scheme is the responsibility of the State Government except in Delhi where the Corporation itself arranges medical care.

Finance :

5. The Employees' State Insurance Scheme is mainly financed by the employers' and employees' contributions. The rates of weekly contribution by employees vary from 40 Paise to Rs. 3.75 depending on the wage group to which they belong. Those earning less than Rs. 2/- per day are not required to pay any contribution.

The Employers' contribution works out to about 4.35% of the wages. The employees' contribution is 2.17% of the wages. The expenditure on medical care is shared between the Employees' State Insurance Corporation and the State Government in the agreed ratio of 7 : 1. The Corporation does not receive any financial assistance from the Central Government. Since the Corporation is a service organisation, there is no element of profitability in the running of the Employees' State Insurance Scheme.

Extension of the Scheme :

6. The total coverage of employees as on 31-3-1981 was 63,32,200. During the period 1st April, 1981 to 30th November, 1981, the Scheme has been extended to cover 0.28 lakh more employees. Medical care has also been extended to 0.32 lakh more family (insured persons) units. The total coverage of employees under the Scheme as on 30th November, 1981 stood at 63.60 lakhs. The total number of beneficiaries for medical benefit is estimated at 2,82.02 lakhs and 2,90.35 lakhs is the Revised Estimates 1981-82 and Budget Estimates 1982-83 respectively (inclusive of insured persons and their family members).

7. The following table gives the statistical data relating to performance and work handled

Nature of information	1980-81 (Actuals)	1981-82 (Revised)	1982-83 (Budget)
1. Number of Centres	411	487	572
2. Number of employees covered.		63.32 lakhs	64.24 lakhs
3. Number of Insured Persons entitled to Medical Care.		71.62 lakhs	72.68 lakhs
4. Number of family members to whom Medical Care been extended			
(a) Excluding the Insured Persons		206.26 lakhs	209.34 lakhs
(b) Including the Insured Persons		277.88 lakhs	282.02 lakhs
5. Number of Hospitals			
General		62	71
T.B.		8	8
Number of Annexes			
General		21	25
T.B.		14	14
6. (a) Number of beds (including beds in Govt. & other recognised hospitals)	20,505	22,317	23,671
Number of beds Commissioned (as on 31-3-1981)			
In Hospitals			
General		13,482	14,972
T.B.		1,470	1,470
In Annexes			
General		404	484
T.B.		306	306
No. of beds Reserved	4,843	5,085	5,327
(b) Number of beds under construction	3,294	1,570	1,112
7. (a) Number of Dispensaries.	1,072	1,124	1,179
(b) Number of Panel Clinics	4,667	4,900	5,134
(c) Number of Specialist Centres	250	262	275
8. Number of patients treated :			
Number of cases admitted in Hospitals	2.77 lakhs	3.42 lakhs	3.97 lakhs
Attendance at dispensaries (both Insured Persons and Family members) :			
(i) New Cases	3,29.20 lakhs	3,56.00 lakhs	3,92.00 lakhs
(ii) Old Cases	6,00.48 lakhs	6,46.00 lakhs	7,04.00 lakhs
9. Number of persons in receipt of cash allowance (i.e., number of employees eligible for employment injury benefit).	63.32 lakhs	64.24 lakhs	66.00 lakhs
10. Number of dependants in receipt of pension (i.e., number of beneficiaries for Dependant's Benefit)	19,470	21,564	24,082
11. Staff strength (including staff employed on the Scheme in the States)			
Medical Personnel	23,295	24,465	25,628
Other Personnel	30,835	32,718	33,814
12. Annual Receipts	Rs. 1,93,21,53 lakhs	Rs. 2,01,47,88 lakhs	Rs. 2,33,45,26 lakhs
13. Annual Revenue Expenditure	Rs. 1,88,05,88 lakhs	Rs. 2,01,47,88 lakhs	Rs. 2,30,93,92 lakhs
14. Capital Expenditure on acquisition of sites and construction of buildings for offices, dispensaries and hospitals :			
During the year	Rs. 10,40,62 lakhs	Rs. 10,22,00 lakhs	Rs. 12,30,00 lakhs
Progressive Expenditure	Rs. 83,20,73 lakhs	Rs. 93,42,73 lakhs	Rs. 1,05,72,73 lakhs
15. Capital Expenditure on purchase of Staff Cars	—	Rs. 1,78 lakhs	

8. Comparative analysis of the Revised Estimates and Actuals for 1980-81 and (b) Budget Estimates and Revised Estimates 1981-82 is as follows :

(a)

Sl. No.	Nature of information	Revised Estimates 1980-81	Actuals 1980-81	Variation
1.	No. of Centres	418	411	(-)7
2.	(a) No. of Employees Covered	61.66 lakhs	63.32 lakhs	(+)1.66 lakhs
	(b) No. of Insured Persons	70.73 lakhs	71.62 lakhs	(+)0.89 lakhs
3.	No. of family members to whom medical care has been extended	2,03.70 lakhs	2,06.26 lakhs	(+)2.56 lakhs
4.	No. of hospitals and Annexes constructed	117	105	(-)12 (A)
5.	No. of hospital beds	21,287	20,505	(-)782 (A)
6.	No. of dispensaries	1,080	1,072	(-)8
7.	Revenue Receipts	Rs. 1,91,78.67 lakhs	Rs. 1,93,21.53 lakhs	(+)Rs. 1,42.86 lakhs
8.	Revenue Expenditure	Rs. 1,88,28.77 lakhs	Rs. 1,88,05.88 lakhs	(-)Rs. 22.89 lakhs
9.	Capital Expenditure	Rs. 8,50.00 lakhs	Rs. 10,40.62 lakhs	(+)Rs. 1,90.62 lakhs (B)

(A) The shortfalls in construction of hospitals and provision of beds were due to slow progress of construction works, which is the responsibility of the State Governments.

(B) The excess is mainly on account of payment of advances for construction works sanctioned during the earlier year.

(b)

Sl. No.	Nature of information	Budget Estimates 1981-82	Revised Estimates 1981-82	Variation
1.	No. of Centres	448	487	(+)39
2.	(a) No. of Employees Covered	63.32 lakhs	64.24 lakhs	(+)0.92 lakhs
	(b) No. of Insured Persons	72.54 lakhs	72.68 lakhs	(+)0.14 lakhs
3.	No. of family members to whom medical care has been extended	2,08.95 lakhs	2,09.34 lakhs	(+)0.39 lakhs
4.	No. of hospital and Annexes Constructed	126	118	(-)8 (C)
5.	No. of Hospital beds	22,941	22,317	(-)624 (C)
6.	No. of dispensaries	1,130	1,124	(-)6
7.	Annual Revenue Receipts	Rs. 2,02,41.47 lakhs	Rs. 2,01,47.88 lakhs	(-)93.59 lakhs (D)
8.	Annual Revenue Expenditure	Rs. 1,96,48.59 lakhs	Rs. 2,01,47.88 lakhs	(+)4,99.29 lakhs (E)
9.	Capital Expenditure	Rs. 8,50.60 lakhs	Rs. 10,23.78 lakhs	(+)Rs. 1,73.17 lakhs (F)

(C) See foot-note (A) above.

(D) The decrease is mainly on account of (i) deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, and (ii) re-investment on maturity of the investments, yielding monthly interest, under the "Re-investment Plan", which yield cumulative interest on the completion of the fixed term.

(E) The increase is mainly on account of (i) the improvement in type of medical care to the families of insured persons; (ii) the trend towards an increase in the average number of benefit days per annum per employee due to tax certification and the trend towards an increase in the average amount of daily rate of Sickness Benefit and Temporary Disablement Benefit, and (iii) the grant of 4 more instalments of Additional Dearness Allowance during 1981-82 and additional provision of Ad hoc payment of wages (Bonus).

(F) The increase is mainly on account of increased cost of inputs for construction works.

9.1 The financial requirements of the Corporation for the current financial year 1981-82 and the next financial year 1982-83, are given below :

A. Programme/Activity-wise Classification	1980-81	1981-82	1982-83
	Actuals	Revised Estimates	Budget Estimates
(Rupees in lakhs)			
Medical Benefit	71,78.51	81,22.68	86,77.33
Cash benefits	80,41.45	90,75.28 (G)	93,75.81
Other benefits	21.68	27.79	29.07
Direction, Superintendence and Field work	14,10.42	15,74.30	16,84.57 (H)
Depreciation, Repairs and Maintenance of Hospitals and Dispensary Buildings.	2,32.08	3,08.65	3,30.14
Non-activity expenditure			
Allocation to Capital Construction and Emergency Reserve Funds	19,21.74	10,39.18 (J)	29,97.00 (I)
TOTAL REVENUE EXPENDITURE	1,88,05.88	2,01,47.88	2,30,93.92
Capital Expenditure on acquisition of sites and construction of buildings for offices, Dispensaries/Hospitals.	10,40.62	10,22.00	12,30.00
Other Capital Expenditure.	—	1.78	
Expenditure on providing medical care to beneficiaries	71,78.51	81,22.68	86,77.33
Payments of Cash Benefits	80,41.45	90,75.28	93,75.81
Other Benefits	21.68	27.79	29.07
Salaries and other Administrative Expenditure			
Salaries (including Travelling Expenses and Bonus)	10,54.04	12,34.75	13,07.10
Stationery and Forms	75.41	81.25	91.50
Rent, Rates and Taxes	55.43	62.00	69.60
Insurance Courts and legal charges	5.53	10.48	12.80
Maintenance of staff cars	2.24	2.50	4.32
Purchase of typewriters calculating machines, Adrema machines, Office furniture and other equipment.	17.26	19.55	20.55
Publicity and Advertising	1.19	1.70	2.27
Charges for maintaining Banking Account	0.32	0.41	0.43
Other office expenses	59.90	60.80	68.44
Depreciation, repairs and maintenance of office buildings, including staff quarters and depreciation of staff cars.	20.40	27.16	33.21
Retirement Benefits (including Provident Funds)	68.18	70.90	71.50
Depreciation, repair and maintenance of Hospitals and Dispensary Buildings, including staff quarters.	2,32.08	3,08.65	3,30.14
Allocation to Capital Construction Reserve Fund	17,92.83	9,44.00	28,97.00
Allocation to Emergency Reserve Fund	1,28.91	95.18	1,00.00
TOTAL REVENUE EXPENDITURE	1,88,05.88	2,01,47.88	2,30,93.92
Capital Construction Works:			
Office Buildings (including staff quarters)	73.28	1,64.00	2,18.04
Hospital and Dispensary Buildings	9,67.34	8,58.00	10,12.00
Total Capital Construction works	10,40.62	10,22.00	12,30.00
Other Capital Expenditure	—	1.78	
C. Source of Finance			
Revenue Receipts			
Employees' and Employer's Contributions	1,79,76.57	1,88,80.00	1,95,30.00
Rent of buildings	4,86.15	5,51.09	6,30.01
Interest on Investments, Loans and Advances	4,62.48	3,05.95	27,82.13
Other Revenue Receipts	3,96.33	4,10.84	4,03.12
TOTAL	1,93,21.53	2,01,47.88	2,33,45.26
Capital Expenditure:			
Capital construction Reserve Fund	17,92.83	9,44.00	28,97.00
Staff Cars	—	1.78	

(G) See foot-note (E) (ii) on page 55.

(H) See foot-note (E) (iii) on page 55.

(I) Provision for Capital Construction Reserve Fund for 1981-82 made 5% of the contribution income. The shortfall has been made good in the Budget Estimates 1982-83.

(J) See foot-note (F) (ii) on page 55

(K) See foot-note (I) above.

9.2 The statement in Annexure II show the incidence of expenditure per capita under main heads of expenditure.

EXPLANATION OF FINANCIAL REQUIREMENTS

10. The financial requirements of the Corporation may be classified broadly under the following heads:—

- I. Medical Benefits.
- II. Cash Benefits and other Benefits.
- III. Direction, Superintendence and Field Work.
- IV. Depreciation, Repairs and Maintenance of Hospitals and Dispensaries.
- V. Capital Construction Works.

These are further detailed in the following paragraphs. There are in-built norms, yardsticks, ceilings and statutory ratios by which the expenditure of the Corporation is regulated.

During the year 1981-82, the Corporation has made further strides of considerable significance towards improving the quality and efficiency of service to the beneficiaries. Increasing the efficiency of the service and improving the benefits, is a continuous process.

I Medical Benefits :

11.1 The expenditure on Medical Benefits is shown below:—

1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
Rs. 71,78.51 lakhs	Rs. 81,22.68 lakhs	Rs. 86,77.33 lakhs

(L) See foot-note above

11.2 The expenditure on this activity is initially incurred by the State Governments, who are in administrative control of the Medical care except in the Union Territory of Delhi. The Corporation pay its share on quarterly basis on receipt of expenditure statements from the State Governments. In order to ensure effective control, the Corporation has fixed ceiling on expenditure for different categories of medical care and has entered into rate contracts with manufacturers of drugs in respect of more than 500 medicines, injections and drugs for operation by the State Governments. Any expenditure incurred by the State Government over and above the ceilings is borne

exclusively by them and such excess expenditure is not reflected in the Corporation's budget.

II. Cash Benefits and other Benefits.

12.1 The expenditure on Cash Benefits is given below:—

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)			
	80,41.45	90,75.28	93,75.81

12.2 The eligibility for different categories of Cash Benefits except employment injury benefits is dependent on the number of contributions paid/payable by the employees and the rate of their wages. Roughly, the Cash Benefit on account of Sickness comes to 50% of the wages, in case of disablement and Dependant's Benefit it works out to 70% of the wages and roughly full wages are paid in the case of Maternity Benefit to female insured workers. Funeral expenses are paid upto the amount of Rs. 100/- in the event of death of an insured person.

12.3 These benefits are paid to the Insured Persons or their beneficiaries directly by the Corporation through its Local Offices/Pay Offices which are located in almost all the Industrial Centres where the Scheme has been implemented. The number of such offices was 707 on 31st March, 1981, as against 694 a year earlier. The incidence of expenditure on cash benefits depends on a variety of factors e.g. state of health, industrial peace and the awareness of the workers about their entitlement to the benefits, etc. It is, therefore not possible to fix any physical targets. In all 95.05 lakhs payments (including 13,378 claims relating to lump-sum payments in respect of requests for commutation of permanent disablement claims) were effected during the year 1980-81. There were 9.58 lakhs more than during the preceding year. On the average, 7.92 lakhs payment were effected every month as against 7.12 lakhs payments during 1979-80. The number of payments per employee has increased from 1.17 in 1976-77 to 1.33 in 1977-78, 1.43 in 1978-79, 1.48 in 1979-80 and 1.60 in 1980-81.

12.4 The break-up of expenditure under the different categories of Cash Benefits is given in the following table:—

	Actuals	1980-81	Revised	Estimates	Budget Estimates
		1981-82	1982-83	1981-82	1982-83
		Weighted average of No. of employees (figures in lakhs)	Weighted average of No. of employees (figures in lakhs)	Amount (in lakhs of rupees)	Weighted average of No. of employees (figures in lakhs)
Sickness Benefit	59.47	49,30.75	62.01	58,80.70	64.59
Extended Sickness Benefit	59.47	3,81.03	62.01	4,41.58	64.69
Maternity Benefit	59.57	2,11.06	62.01	2,15.37	64.69
Temporary Disablement Benefit	61.58	8,66.57	63.78	11,97.77	65.12
Permanent Disablement Benefit	61.58	11,70.87	63.78	10,14.84	65.12
Dependant's Benefit	61.58	4,70.95	63.78	3,14.82	63.15
Funeral Benefit	61.58	10.22	63.78	10.20	65.12
Invalidity Benefit	61.58	—	63.78	—	65.12

Other Benefits :

13.1 The expenditure on other Benefits is as under :—

1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)		
21.68	27.79	29.07

13.2 This activity embraces the payment of fees to the members of Medical Boards and Appellate Medical Tribunals, payments of conveyance charges and compensation for loss of wages to insured workers when they are required to appear before Medical Referees, Medical Board or Appellate Medical Tribunal.

III. Direction, Superintendence and Field Work

14.1 The Budget provision is in respect of the salary etc., of the Officers and staff of the employees of the Corporation and other expenditure on establishment.

14.2

	Actual Number as on 31-3-1981	Estimated Number as on 31-3-1982	Estimated Number as on 31-3-1983
Officers	502	560	562
Other Personnel	11,193	11,017	11,100

IV. Depreciation, Repairs and Maintenance of Hospitals and Dispensary buildings :

15. The expenditure on repairs and maintenance (including depreciation) of the Corporation's hospital and dispensary buildings is shown below :

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)			
Hospitals/ Dispens- aries/ Annexes	2,32.08	3,08.65	3,30.14

The figures represent the amounts transferred/transferrable to the respective Reserve Funds in accordance with the percentage fixed for the purpose. The expenditure is actually incurred from the Reserve Fund.

V. Capital Construction Works :

16.1 The following provisions would be necessary for capital construction works :

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)			
Office Buildings (including staff quarters)	73.28	1,64.00	2,18.00

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)			
Hospitals and Dispens- aries (including staff quarters).	9,67.34	8,58.00	10,12.00
Total	10,40.62	10,22.00	12,30.00

16.2 The statement in Annexure-II indicates the progress of construction in respect of projects which are under construction.

16.3 The position of Capital Construction programme for hospital beds, dispensaries and office buildings, together with the information about funds sanctioned, funds placed at the disposal of construction agencies and approximate amount that will be required is given below :—

	Number
(A) Hospital beds	
Number of beds admissible as per norms (on the basis of No. of employees as on 31-3-1981)	25,328
Number of beds already constructed (Nov., 1981) (77 hospitals and 36 annexes)	16,984
Number of beds under construction (Nov., 1981) (22 hospitals and 7 annexes)	2,710
Number of beds already agreed (53 new hospitals)	4,250
Number of beds still required	1,384
(B) Number of dispensaries at present eligible for construction	1,073
Number of dispensaries that may be required in Panchayats in the event of replacement of Panel System	450
TOTAL NUMBER OF DISPENSARIES	1,523
Number of dispensaries constructed	219
Number of dispensaries under construction (as on 30-9-1981)	44
Number of dispensaries yet to be constructed.	1,260
(C) Financial outlay in case of (A) and (B) above	
Amount sanctioned upto Sept. 1981.	Rs. 1,09,72.55 lakhs
Amount released upto September, 1981.	Rs. 83,34.41 lakhs
Balance liability	Rs. 26,38.14 lakhs
Additional liability for projects to be constructed :	Rs. 3,25,26.14 lakhs
(i) Hospital beds 5,634 beds × Rs. 1,12,68.00 lakhs Rs. 2.00 lakhs cost of each bed.	
(ii) 1,260 dispensaries × Rs. 12.00 lakhs cost of each dispensary	Rs. 1,51,20.00 lakhs
(iii) Convalescent Homes	Rs. 5,00.00 lakhs
(iv) Outlay for office buildings and staff quarters.	Rs. 30,00.00 lakhs
TOTAL LIABILITY	Rs. 3,25,26.14 lakhs

The State Government and the Regional Directors have been requested to pursue a crash programme for construction. A periodical review is done in this regard, of the progress made in case of projects under construction and also commissioning of the constructed hospitals.

16.4 The capital expenditure on the acquisition of sites and construction of buildings for dispensaries and hospitals including

staff quarters upto 30th September, 1981, am total of Rs 83,34.41 lakhs (including loans of Rs. 3,62.14 lakhs sanctioned to Maharashtra State for construction of Hospitals).

Balance Sheet

17.1 A summary of the Balance Sheet as on 31st March, 1981 is as follows : -

Liabilities		Assets	
	(Rs. in '000s)		(Rupees in lakhs)
Excess of Income over expenditure	1,72,72.38	Fixed Assets:	
Reserve Funds	2,24,59.16	Land and Building	67,11.52
Current Liabilities:		Advances for Construction work	15,64.64
Deposits of Securities, Unclaimed deposit in Provident Fund	10.94	Staff Cars	5.65
Miscellaneous deposits etc.	21.17	Current Assets :	
TOTAL	3,97,63.65	Loans to Maharashtra Govt., Advances to employees and advance for the repairs & maintenance of buildings etc.	7,89.03
		Cash in transit	(—) 23.50
		Investment of Reserve Funds	1,65,72.10
		Cash Balance and Investment of General	1,41,44.21
		Cash Balance	3,97,63.65
		TOTAL	

17.2 In terms of Section 37 of the Employees' State Insurance Act, 1948, the Corporation shall, at intervals of five years, have a valuation of its assets and liabilities made by a valuer appointed

with the approval of the Central Government. The valuation for the quinquennium ending 31st March, 1979, by a valuer appointed for the purpose, is in progress.

ANNEXURE—I

Statement showing State-wise position of coverage number of (1) covered employees, (2) Insured Persons (3) Family (Insured Persons) Units under Employees' State Insurance Scheme as on 31-3-1981.

Sl. No.	State (with number of Centres)		Number of—	Number of Insured Women	Total number of Beneficiaries	Number of employees yet to be covered [Sec. 2 (12) only]
			(1) Covered employees (2) Insured Persons (3) Family (I.P.) Units.			
1	2	3	4	5	6	
1.	Andhra Pradesh (44)		(1) 2,55,000 (2) 2,76,000 (3) 2,76,000	31,750	10,70,900	19,000
2.	Assam (14) Arunachal Pradesh Meghalaya Nagaland and Tripura.		(1) 34,000 (2) 37,000 (3) 37,000	1,950	1,43,550	12,000
3.	Bihar (29)		(1) 1,60,000 (2) 1,91,000 (3) 1,91,000	20,050	7,41,100	1,60,000
4.	Chandigarh (1)		(1) 19,000 (2) 22,000 (3) 22,000	1,100	85,360	—
5.	Delhi (1)		(1) 2,78,000 (2) 3,47,000 (3) 3,47,000	23,600	13,46,350	—

Sl. No.	State (with number of Centres)	Number of—	Number of Insured Women	Total number of Beneficiaries	Number of employees yet to be covered [sec. 2(12) only]
		(1) Covered employees (2) Insured Persons (3) Family (I.P.) Units			
1	2	3	4	5	6
6.	Gujarat (15)	(1) 5,60,000 (2) 5,94,000 (3) 5,94,000	35,650	23,04,700	1,34,000
7.	Haryana (19)	(1) 2,05,000 (2) 2,53,000 (3) 2,53,000	19,000	9,81,650	15,500
8.	Himachal Pradesh (1)	(1) 1,200 (2) 1,300 (3) 1,300	50	5,050	4,200
9.	Jammu & Kashmir (—)	(1) — (2) — (3) —	—	—	11,600
10.	Karnataka (20)	(1) 3,20,000 (2) 3,59,000 (3) 3,59,000	38,800	13,92,900	26,500
11.	Kerala and Mahe (34)	(1) 3,20,000 (2) 3,40,000 (3) 3,40,000	1,13,900	13,19,200	1,100
12.	Madhya Pradesh (23)	(1) 1,75,000 (2) 2,17,000 (3) 2,17,000	15,200	8,41,950	81,000
13.	Maharashtra : (i) Bombay Area (1)	(1) 11,70,000 (2) 12,40,000 (3) 12,40,000	76,900	48,11,200	14,500
	(ii) Goa (7)	(1) 20,000 (2) 22,000 (3) 22,000	1,350	85,350	—
	(iii) Nagpur Area (10)	(1) 85,000 (2) 90,500 (3) 90,500	2,600	3,51,150	23,500
	(iv) Poona Area (15)	(1) 2,57,000 (2) 2,73,000 (3) 2,73,000	13,650	10,59,250	38,500
14.	Orissa (26)	(1) 1,21,000 (2) 1,28,500 (3) 1,28,500	15,400	4,98,600	42,000
15.	Pondicherry (1)	(1) 17,000 (2) 18,500 (3) 18,500	1,450	71,800	—
16.	Punjab (27)	(1) 1,80,000 (2) 2,25,000 (3) 2,25,000	11,250	8,73,000	9,600
17.	Rajasthan (23)	(1) 1,40,000 (2) 1,75,000 (3) 1,75,000	15,400	6,79,000	5,800
18.	Tamil Nadu (44)	(1) 4,75,000 (2) 5,12,000 (3) 5,12,000	56,300	19,86,550	35,000
19.	Uttar Pradesh (47)	(1) 4,65,000 (2) 5,00,000 (3) 5,00,000	9,000	19,40,000	33,200
20.	West Bengal (9)	(1) 10,75,000 (2) 13,40,000 (3) 13,40,000	40,200	51,99,200	1,68,000
21.	All India (411)	(1) 63,32,200 (2) 71,61,800 (3) 71,61,800	5,44,550	277,87,800	8,35,000

ANNEXURE-II

Employees' State Insurance Scheme Per Capita expenditure under different heads

	Actuals 1979-80	Actuals 1980-81	Revised 1981-82	Budget 1982-83
	Rs.	Rs.	Rs.	Rs.
I. Cash Benefits				
Sickness Benefit (including Extended Sickness Benefit)	74.56	89.32	101.95	99.28
Temporary Disablement Benefit	11.76	14.07	16.78	19.03
Permanent Disablement Benefit	11.03	19.01(a)	15.91	16.81
Dependant's Benefit	2.99	7.65(b)	4.94	5.80
Maternity Benefit	3.43	3.55	3.47	3.43
Funeral Benefit	0.17	0.17	0.16	0.17
Other Benefit	0.29	0.35	0.44	0.45
Invalidity Benefit	—	—	—	0.15
Total—Cash Benefits	104.23	134.12	145.65	145.12
II. Expenditure on Medical Care (Corporation's Share)	107.32	115.81	126.53	132.28
III. Administration Expenses	19.27	22.90	24.68	25.86
IV. Hospital, Dispensaries (Repairs, Maintenance and Depreciation)	3.16	3.77	4.84	5.07
V. Total Per Capita expenditure	233.98	276.60	301.70	308.33

(a) Excludes the amount of one-time adjustment (Rs. 2,70.42 lakhs) on account of increase granted with effect from 1-4-1980 in respect of cases occurring prior to 1-4-1978.

(b) Excludes the amount of one-time adjustment (Rs. 1,59.58 lakhs) on account of increase granted with effect from 1-4-1980 in respect of cases occurring prior to 1-4-1978.

Note:—The incidence in this statement has been worked out on the basis of actual number of employees exposed to risk.

ANNEXURE-III

STATEMENT SHOWING THE PROGRESS OF ESI WORKS UNDER CONSTRUCTION

Sl. No.	Name of the work/Location	Amount sanctioned (Rs. in lakhs)	Date of commencement of work	Physical Target likely to be achieved in 1981-82	Expected year of completion
1.	50 bedded ESI Hospital Rajahmundry (Andhra Pradesh)	46.57	1980	60%	1982-83
2.	50 bedded ESI Hospital Gauhati (Assam)	56.05	Aug., 77	80%	1982-83
3.	50 bedded ESI Hospital Ranchi (Bihar)	29.91	—	20%	..
4.	50 bedded ESI Hospital Kalol (Gujarat)	37.60	15-3-78	80%	1982-83
5.	50 bedded ESI Hospital Rajkot (Gujarat)	38.89	11-3-78	80%	1982-83
6.	150 bedded ESI Hospital (Surat Gujarat)	90.75	25-8-77	80%	1982-83
7.	100 bedded ESI Hospital Feroke (Kerala)	41.28	—	20%	—
8.	300 bedded ESI Hospital Indiranagar Bangalore (Karnataka)	185.01	1-5-78	70%	1982-83
9.	120 bedded ESI Hospital Sholapur (Maharashtra)	111.22	1979	50%	1983-84
10.	60 bedded ESI Hospital Kota (Rajasthan)	81.02	1980	50%	1983-84
11.	100 bedded ESI Hospital Agra (U.P.)	163.19	Sept. 76	100%	1981-82
12.	100 bedded ESI Hospital Ghaziabad (U.P.)	148.67	Jan. 78	100%	1981-82
13.	50 bedded ESI Hospital Saharanpur (U.P.)	27.69	1980	60%	1982-83
14.	250 bedded ESI Hospital Bandel (West Bengal)	237.69	Aug. 76	100%	1981-82
	(i) 40 additional beds in existing ESI Hospital, Mangalore (Karnataka)	17.20	1980	70%	1982-83
	(ii) 100 additional beds in existing ESI Hospital Pondunagar, Kanpur (U.P.)	31.89	1980	50%	1982-83

E.S.I. ANNEXES :

1. 20 bedded ESI Annex Tinsukia (Assam)	22.85	25-8-77	60%	1982-83
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Sl. No.	Name of the work/Location	Amount sanctioned (Rs. in lakhs)	Date of Commencement of work	Physical Target likely to be achieved in 1981-82	Expected year of completion
1	2	3	4	5	6
2.	12 bedded ESI Annex alongwith dispensary Pinjore (Haryana)	Provision made under ESI dispensary	29-10-80	—	1982-83
3.	20 bedded ESI Annex Gulbarga (Karnataka)	2.48	5-10-75	100%	1981-82
4.	24 bedded ESI Annex Sitapur (U.P.)	2.46	June 77	100%	1981-82
5.	12 bedded ESI Annex Unnao (U.P.)	1.43	Dec. 76	100%	1981-82
6.	12 bedded ESI Annex Etawa (U.P.)	1.38	29-10-77	100%	1981-82
7.	20 bedded ESI Annex Koliver (Bihar)	2.91	1981	25%	1982-83

E.S.I. DISPENSARIES:

1.	5 Dr. Disp. Mallipally Hyderabad (Andhra Pradesh)	11.54	1977	Commissioned with effect from 2-9-80	2-9-80
2.	4 Dr. Disp., alongwith 50 bedded ESI Hospital Rajahmundry (Andhra Pradesh)	—	1980	60%	1982-83
3.	5 Dr. Disp., No. I Sanathnagar (Andhra Pradesh)	13.88	1981	20%	1982-83
4.	5 Dr. Disp., No. II Sanathnagar (Andhra Pradesh)	13.88	1981	20%	1982-83
5.	4 Dr. Disp. alongwith ESI Annex, Tinsukia (Assam)	Provision made under ESI Annex.	25-8-77	Provision made under ESI Annex.	1982-83
6.	1 Dr. Disp., Ambona (Bihar)	1.94	—	Construction of Dispensary closed	
7.	5 Dr. Disp., Monghyr (Bihar)	5.30	Jan. 70	50%	1982-83
8.	6 Dr. Disp., Kathihar (Bihar)	4.96	1978	100%	1981-82
9.	Dr. Disp., Laldarwaja (Gujarat)	14.16	25-10-74	100%	1981-82
10.	5 Dr. Disp., Partapnagar (Gujarat)	9.20	1980	50%	1982-83
11.	3 Dr. Disp. Sector-27 B Faridabad (Haryana)	13.47	1978	100%	1981-82
12.	3 Dr. Disp. N.H. 5 Faridabad (Haryana)	13.09	12-7-79	100%	1982-83
13.	3 Dr. Disp. Gurgaon (Haryana)	6.90	1980	60%	1982-83
14.	4 Dr. Disp. Pinjore (Haryana)	16.30	29-10-80	60%	1982-83
15.	4 Dr. Disp. No. I Cottenpet Bangalore (Karnataka)	12.60	1978	60%	1982-83
16.	4 Dr. Disp. No. II alongwith Disp. No. I Cottenpet Bangalore (Karnataka)	—	1978	Provision made under Dispensary No. 1	1982-83
17.	4 Dr. Disp. Indiranagar Bangalore (Karnataka)	9.27	1978	40%	1982-83
18.	4 Dr. Disp. Jayanagar, IXth Block, Bangalore (Karnataka)	9.35	18-5-79	40%	1982-83
19.	4 Dr. Disp. Viveknagar (Karnataka)	9.27	1-6-79	40%	1982-83
20.	4 Dr. Disp. Jayarajan Colony, Bangalore (Karnataka)	9.27	1-8-79	80%	1982-83
21.	4 Dr. Disp. Mysore Road, Bangalore (Karnataka)	9.42	1-8-79	80%	1982-83
22.	4 Dr. Disp. Willam Town Bangalore (Karnataka)	9.40	1-5-79	90%	1982-83
23.	4 Dr. Disp. Audogudi Bangalore (Karnataka)	9.35	19-5-79	40%	1982-83
24.	4 Dr. Disp. Srirampuram Bangalore (Karnataka)	9.50	1978	40%	1983-84
25.	4 Dr. Disp. No. I Anjaneya Swami Temple Bangalore (Karnataka)	9.65	18-5-79	80%	1982-83
26.	4 Dr. Disp. No. II Anjaneya Swami Temple alongwith Disp. No. 1 Bangalore (Karnataka)	—	18-5-79	80%	1982-83
27.	4 Dr. Disp. Frazer Town Bangalore (Karnataka)	9.95	4-6-79	80%	1982-83
28.	3 Dr. Disp. Basavangudi Bangalore (Karnataka)	12.60	1981	20%	1982-83
29.	2 Dr. Disp. Chakai (Kerala)	3.58	1978	30%	1982-83
30.	4 Dr. Disp. Alagappanagar (Kerala)	8.57	1978	75%	1982-83
31.	4 Dr. Disp. Chalapuram (Kerala)	5.47	1978	50%	1982-83
32.	3 Dr. Disp. Parumbavoor (Kerala)	5.38	28-9-77	25%	1982-83
33.	3 Dr. Disp. Hirakud (Orissa)	14.96	1978	80%	1982-83

1	2	3	4	5	6
34. 3	Dr. Disp. Gandhinagar (Pondicherry)	16.85	1981	30%	1982-83
35. 5	Dr. Disp. M. Villuppet (Pondicherry)	20.79	1981	30%	1982-83
36. 2	Dr. Disp. Rajpura (Punjab)	6.71	1980	80%	1982-83
37. 2	Dr. Disp. Khanna (Punjab)	6.40	1981	35%	1982-83
38. 3	Dr. Disp. Dhanderikalan (Punjab)	4.61	1978	40%	1982-83
39. 3	Dr. Disp. Kharar (Punjab)	6.89	1978	60%	1982-83
40. 5	Dr. Disp. Ambabari (Rajasthan)	7.28	1979	25%	1983-84
41. 2	Dr. Disp. Ajmer (Rajasthan)	4.60	1979	25%	1983-84
42. 4	Dr. Disp. Bharatpura (Rajasthan)	7.18	1980	30%	1983-84
43. 5	Dr. Disp. Thudialur (Tamil Nadu)	13.18	1980	25%	1983-84
44. 5	Dr. Disp. Juhi Kanpur (U.P.)	8.99	1978	60%	1982-83
45. 3	Dr. Disp. Satpur Nasik, (Maharashtra)	5.09	17-12-79	100%	1981-82

OFFICE BUILDING AND STAFF QUARTERS

1. Local Office Sanathnagar Hyderabad (Andhra Pradesh)	2.64	1980	100%	1981-82
2. Regional Office Patna (Bihar)	35.00	22-4-78	90%	1982-83
3. Local Office Panigate Baroda (Gujarat)	3.91	1978	100%	1981-82
4. Regional Office Bimisfield Bilore (Karnataka)	57.38	15-11-78	70%	1982-83
5. Local Office Karathinmanhalli (Karnataka) alongwith ESI Dispensary	—	—	— Provision made under dispensary	—
6. Local Office Srirampuram (Karnataka) alongwith ESI Dispensary	—	—	— Provision made under dispensary	—
7. Local Office Cottonpet (Karnataka) alongwith ESI Dispensary	—	—	— Provision made under dispensary	—
8. Local Office Satpur, Nasik, (Maharashtra) alongwith ESI Dispensary.	2.26	—	— Provision made under dispensary	—
9. Additional 32 type-II staff qrts. Andheri, Versova, Bombay, (Maharashtra).	20.58	1979	80%	1981-82
10. 8 Type-D staff qrts. Andheri Versova, Bombay (Maharashtra)	11.80	1981	80%	1982-83
11. Staff Quarters Ambeernath (Maharashtra)	2.76	1981	70%	1982-83
12. Local Office Bhudwaria Ujjain (Madhya Pradesh)	1.27	1979	60%	1982-83
13. Staff quarters Nehru Nagar Indore (Madhya Pradesh)	26.70	1979	100%	1981-82
14. Local Office Burhanpur (Madhya Pradesh)	3.72	1978	80%	1982-83
15. Local Office and Staff quarters Satna (Madhya Pradesh)	2.66	Aug. 80	100%	1981-82
16. Mini Local Office and Staff quarters Hirakud (Orissa)	3.09	1979	100%	1981-82
17. Local Office and Staff quarters Choudwar (Orissa)	4.31	1979	60%	1982-83
18. Local Office Brijrajnagar (Orissa)	1.16	1979	60%	1982-83
19. Regional Office Bhubaneswar (Orissa)	17.96	1978	80%	1982-83
20. Local Office Guindy (Tamil Nadu)	3.09	28-7-80	80%	1982-83
21. Regional Office (3 floors Commissioned on 22-1-81) Madras (Tamil Nadu)	65.77	1975	80%	1982-83
		(3 Floors have already been commissioned with effect from 22-1-81)		
22. Local Office and Staff quarters Mettur (Tamil Nadu)	6.63	1981	30%	1982-83
23. Local Office Kabari market Kanpur (Uttar Pradesh)	1.89	1978	100%	1981-82
24. Local Office Juhi Kanpur (Uttar Pradesh)	2.75	1981	50%	1982-83
25. 52 Staff quarters Salt lake Calcutta (West Bengal)	30.69	4-4-77	100%	1981-82
26. Regional Office Annexe Jaipur (Rajasthan)	17.62	25-7-80	30%	1982-83
27. Local Office and Staff quarters Kota (Rajasthan)	3.76	1981	40%	1982-83

(Construction completed but the local office has not been commissioned due to non availability of water and electricity)

Statement showing the new Projects for which Budget Provision has been made for the year 1982-83

Sl. No. E.S.I. Hospitals

1. Additional Staff quarters in ESI Hospital, Adoni (Andhra Pradesh).
2. 50 bedded ESI Hospital, Nadiad (Gujarat)
3. 50 bedded ESI Hospital, Cambay (Gujarat)
4. 50 bedded ESI Hospital, Vapi (Gujarat)
5. 50 bedded ESI Hospital, Bahadurgarh, (Haryana)
6. 50 bedded ESI Hospital, Bhopal (M.P.)
7. 50 bedded ESI Hospital, Nagda (M.P.)
8. Additional 50 bedded in ESI Hospital, Gwalior (M.P.)
9. 100 bedded ESI Hospital, Kolhapur (Maharashtra).
10. 50 bedded Convalescent home at Washi (Maharashtra)
11. 50 bedded ESI Hospital, MandiGovindgarh (Punjab)
12. 97 additional bedded in ESI Hospital, Jaipur (Rajasthan)
13. 50 bedded ESI Hospital, Pali (Rajasthan)
14. 50 bedded ESI Hospital, Jodhpur (Rajasthan)
15. 50 bedded ESI Hospital, Bhilwara (Rajasthan)
16. 50 bedded ESI Hospital, Metturdam (Tamil Nadu)
17. 50 bedded ESI Hospital, Sivakasi (Tamil Nadu)
18. 50 bedded ESI Hospital, Trichirapally (Tamil Nadu)
19. 50 bedded ESI Hospital, Aligarh (U.P.)
20. 50 bedded ESI Hospital, Bareilly (U.P.)
21. Construction of 50 bedded convalescent home in ESI Hospital, Modinagar (U.P.)

E.S.I. ANNEXE

1. ESI Ward in ESI Hospital, Sanathnagar (Andhra Pradesh)
2. 50 bedded ESI Annex in S.M.S. (Medical College) Hospital, Jaipur (Rajasthan)

E.S.I. DISPENSARIES

1. ESI Dispensary, No. I Sanathnagar (Andhra Pradesh)
2. ESI Dispensary, No. II Sanathnagar, Hyderabad (Andhra Pradesh).
3. ESI Dispensary, Margherita (Assam)
4. ESI Dispensary, Nandnagari (Delhi)
5. ESI Dispensary, Inderlok, New Delhi
6. ESI Dispensary, Raghbir Nagar, (Delhi)

7. ESI Dispensary, Silampur (Delhi)
8. ESI Dispensary, Rohtak (Haryana)
9. ESI Dispensary, Village Lakhaba, Sonepat (Haryana)
10. ESI Dispensary, Hissar (Haryana)
11. ESI Dispensary, Sector 15-A, Faridabad (Haryana)
12. ESI Dispensary, Sector-28, Faridabad (Haryana)
13. ESI Dispensary, Munireddypalayam (Matahatti) Bangalore (Karnataka).
14. ESI Dispensary, Nanjangud, Bangalore (Karnataka)
15. ESI Dispensary, Basavangudi (Karnataka)
16. ESI Dispensary, Sholapur (Maharashtra)
17. ESI Dispensary, Marol Ind. Area, Andheri (Maharashtra)
18. ESI Dispensary, Ballarpur (Maharashtra)
19. ESI Dispensary, Kumbhari (M.P.)
20. ESI Dispensary, Bardoli (Orissa)
21. ESI Dispensary, Ariankuppam (Pondicherry)
22. ESI Dispensary, Batala (Punjab)
23. ESI Dispensary, in ESI Hospital complex Luchiana (Punjab)
24. ESI Dispensary, No. 2 Pali (Rajasthan)
25. ESI Dispensary, Kishangarh (Rajasthan)
26. ESI Dispensary, Abmathur (Tamil Nadu)
27. ESI Dispensary, Tirunelveli (Tamil Nadu)
28. ESI Dispensary, Ganapathy (Tamil Nadu)
29. ESI Dispensary, Varanasi (U.P.)
30. ESI Dispensary, Churk Mirzapur (U.P.)
31. Additional Staff quarters for ESI Hospital Manicktilla at Saltlake (West Bengal)

OFFICE BUILDING AND STAFF QUARTERS :

1. Staff quarters at Bhubaneshwar (Orissa)
2. Regional Office and Staff quarters Indore (M.P.)
3. Local Office Juhu, Kanpur (U.P.)
4. Local Office Vickramsinghapuram (Tamil Nadu)
5. Local Office Kovilpatti (Tamil Nadu)
6. Mettur (Tamil Nadu)
7. Local Office Ganapathy (Tamil Nadu)
8. Local Office Avadi (Tamil Nadu)
9. Local Office Paravai (Tamil Nadu)
10. Local Office Tiruvattiyur (Tamil Nadu)

[No. G.20017/5/81-HI]

A. K. BHATTARAI, Under Secy.